

THE TRIBUNAL RESUMED AS FOLLOWS ON WEDNESDAY

29TH OCTOBER 2008 AT 11.30 AM:

CHAIRMAN: Good morning.

MS. DILLON: Morning.

CHAIRMAN: This is a somewhat unusual day in the life of this Tribunal for the following reasons:

1. There are no witnesses being called to give evidence today, certain information and evidence will be read into the record including sworn evidence taken on commission, that is in private, from Mr. Tim Collins, relating to the Cloughran Module and which concludes that module.

The decision to take Mr. Collins' evidence on commission was made on medical grounds.

2. Following upon medical assessments of Mrs. Hazel Lawlor by her own doctor and a doctor appointed by the Tribunal, the Tribunal has decided not to require Mrs. Lawlor to give evidence. Therefore the evidence in the Quarryvale II Module will conclude today.

3. Mr. George Redmond has requested an opportunity to cross examine a witness from the Carrickmines 1 Module, Mr. Gerry Carroll, we understand that such cross-examination is likely to last for less than half an hour, it is not proved possible to date to finalise arrangements for Mr. Carroll's brief return and it is expected that a short sitting of the Tribunal will be arranged for some time next month to facilitate this cross-examination.

11:38:43 1 Subject to the foregoing and for all practical reasons today marks in
2 effect the conclusion of the public hearings of this Tribunal. While no
3 further public hearings are scheduled or anticipated, other than as
4 indicated, the Tribunal reserves the right to call new evidence or to
11:39:02 5 recall witnesses should such a need arise.

6
7 As is well known, this Tribunal was established by the Oireachtas in
8 November 1997 and began public hearings in 1998. The Tribunal has
9 conducted public hearings on 916 days, including 588 days since it's re
11:39:22 10 constitution in 2002. Since 2002, it has heard evidence from in excess of
11 400 witnesses, producing just under 60,000 pages of transcribed pages of
12 evidence. And approximately 76,000 pages of circulated brief documents.

13
14 My two colleagues and I would like to sincerely thank the many witnesses
11:39:49 15 who gave evidence to the Tribunal and their legal representatives as well
16 as both the members of the Tribunal's own legal team and the non-legal
17 Tribunal staff, both past and present. We recognise that giving evidence
18 in a very public forum such as this Tribunal was daunting, stressful and
19 often inconvenient and especially so for those who were required to give
11:40:13 20 evidence over a prolonged period, or who were required to return to the
21 witness box on a number of occasions.

22
23 It is worth noting that while the Tribunal is empowered to compel
24 individuals who are within the jurisdiction to attend and give evidence to
11:40:30 25 the Tribunal, that power to subpoena was only rarely utilised, the great
26 majority of witnesses attended here to give evidence on a voluntary basis.

27
28 We would also like to thank our stenographers Michelle Coffey, Rebecca
29 McCoy and Maeve O'Rourke of PCR Stenographers. Damien McArdle, who
11:40:53 30 operated the computer exhibiting the documents on the large and small

11:40:55 1 screens, our sound technicians, staff members Mr. Willy O'Donnell and
2 Mr. Tony Taffe and all who assisted the Tribunal in it's public hearings.
3 A special word of thanks to our registrar Mr. Peter Kavanagh, who was in
4 effect the overall manager of the public hearings on a day to day basis.

11:41:15 5
6 Finally, there are two other groups who deserve mention and to whom we
7 would also like to express our appreciation. Firstly, those members of
8 the public who attend public hearings, some once or rarely, others
9 occasionally, and a minority who attended very frequently. It is
11:41:33 10 important that we bear in mind and remember that this is a public inquiry
11 and very much is and remains the property of the public.
12

13 Secondly, we greatly appreciate the continued interest of the media. They
14 are the eyes and ears for the great majority of the public who do not get
11:41:51 15 the opportunity to regularly attend public hearings.

16
17 We are specially grateful to that small group of journalists associated
18 with the print, TV and radio who attend at public hearings on a daily
19 basis and who provide immediate information on evidence given day in day
11:42:09 20 out to their readers and listeners. They play and have played a very
21 vital role in the life of this Tribunal, in their difficult task of
22 summarising many hours of evidence, a task that they have performed very
23 professionally.
24

11:42:24 25 All right? Now, Ms. Dillon.
26

27 MS. DILLON: Good morning, Sir. The first matter to be dealt with relates
28 to the evidence that it was proposed to take from Mr. Niall Lawlor and I
29 propose reading into the record an extract from an affidavit sworn by
11:42:42 30 Mr. Liam Lawlor in proceedings involving this Tribunal and himself and

11:42:47 1 then correspondence passing between the Tribunal and Mr. Niall Lawlor's
2 legal representatives.

3
4 On the 21st January 2002, in proceedings between the Tribunal as it was
11:43:03 5 then constituted and Mr. Liam Lawlor, Mr. Liam Lawlor swore an affidavit
6 to the High Court, 14263 please, in which he deposed at page 14272 as
7 follows, commencing with the fourth line on this page:

8
9 "However, having regard to the matters set out by Ms. Howard in her
11:43:31 10 affidavit I have discussed again at some length with my son Niall whether
11 there may have been other banking transactions between us which could be
12 said to properly come within the terms of my discovery obligations herein.
13 As a result of these conversations I have been reminded by Niall that
14 during the early '90s he operated a small number of bank accounts which
11:43:49 15 have not previously been discovered herein wholly or partly for my
16 benefit. The accounts in question were, so far as we can recall in
17 Niall's name and were operated at the time by Niall for my benefit due to
18 the fact that because of my then very serious financial situation, I found
19 it difficult to operate my normal banking arrangements as I would have
11:44:10 20 wished. The accounts in question were maintained at the following banks:

- 21
22 A. National Irish Bank at it's branch at 98 South Circular Road, Dublin
23 8.
24 B. Allied Irish Bank at it's branch at 1 Main Street, Lucan.
11:44:24 25 C. Allied Irish banks at it's branch in Grafton Street, Dublin 2.

26
27 I put Niall in funds to lodge to the credit of these accounts. At this
28 point in time I cannot recall what documents I might have had in my
29 possession or power or procurement relating to either of these accounts or
11:44:40 30 the monies lodged thereto. However, I do not have any documents relating

11:44:43 1 thereto within my possession or power of procurement at this time. I do
2 recall that my son Niall used monies from these accounts for the purpose
3 of paying certain creditors whom I wished to discharge from time to time.
4 Had I sought to operate my own bank accounts at the time, I have no doubt
11:44:59 5 but that these banks in question would have simply retained all lodgements
6 and would not have permitted me to discharge any other creditors. I have
7 confirmed with my son Niall that he is willing to instruct these banks to
8 provide all the relevant details of these accounts to the Plaintiff and is
9 in the process of so doing."

11:45:18 10
11 Now arising from that affidavit as sworn by the late Mr. Liam Lawlor in
12 relation to the discovery by him for the first time on the 21st January
13 2002, of the fact that certain bank accounts were operated for his benefit
14 by his son Niall Lawlor. The Tribunal carried out an exercise wherein
11:45:36 15 they identified lodgements to those bank accounts which had been operated
16 by Mr. Niall Lawlor from Mr. Liam Lawlor's benefit and prepared a folder
17 of those documents and then wrote in the following terms on the 16th
18 November 2004 to Mr. Niall Lawlor at 2657. I should say that by this time
19 Mr. Niall Lawlor had identified that his representative, his legal
11:46:04 20 representative was William J Lawlor III, an attorney of New York.

21
22 In this letter of the 16th November 2004, the Tribunal wrote to
23 Mr. William J Lawlor III in relation to Mr. Niall Lawlor and in the fifth
24 paragraph of that letter stated as follows:

11:46:25 25
26 "Accordingly I have been instructed by the members of the Tribunal to
27 write to you and to furnish you with the attached folder containing
28 specific lodgements to your client's accounts for the years 1990 to 1993.
29 The members are anxious that your client identify the following.

11:46:39 30

- 11:46:39 1 1. The source of each lodgement.
2 2. The manner which such monies were disbursed.

3
4 It is expected in due course your client will be called to give evidence
11:46:47 5 in public to the Tribunal and will be asked to deal with the source of
6 this lodgement."

7
8 That being the central matter that correspondence, on the 5th July 2005,
9 at 28524, Mr. William J Lawlor III replied to the Tribunal and in the
11:47:08 10 second paragraph stated as follows:

11
12 "I am still in the process of examining the volumes of material provided.
13 This past week, while proceeding through the materials, I came across a
14 Tribunal letter addressed to this law office dated November 16, 2004, copy
11:47:23 15 attached. This was the first I have seen of this document and I regret
16 not being able to formally respond. Nor did I receive any attached folder
17 as indicated in your letter". That was a reference to the letter I have
18 just read out previously.

19
11:47:36 20 Following on that at 28534, the Tribunal wrote to Mr. William J Lawlor III
21 on the 5th August 2005, and in the third paragraph stated as follows "I
22 attach now for your attention folder containing details of specific
23 lodgements for the years 1990 to 1993 for which we would be obliged if
24 your client would now revert with an explanation in respect of same.

11:48:04 25
26 In addition to the attached folder I also attach for your attention copy
27 cheque in the sum of 10,000 pounds made to Comex Trading Corporation. You
28 will see from the Tribunal's records that it would appear that your client
29 engrossed the back of this cheque. The Tribunal members are anxious to
11:48:20 30 ascertain the circumstances surrounding this engrossment and accordingly

11:48:23 1 have requested that your client provide to the Tribunal a detailed
2 narrative setting out the circumstances in which he signed the document."
3

4 And that cheque for 10,000 pounds which was attached to the letter to
11:48:34 5 Mr. William Lawlor III is at 28525. 28525 please. This is the cheque for
6 10,000 pounds drawn by Green Property in favour of Comex Trading
7 Corporation which on the face of it has been endorsed by Mr. Niall Lawlor
8 and Mr. M Quinn and about which the Tribunal has already heard evidence.
9

11:49:01 10 On the, page 28526 please, on the 24th April 2007 the Tribunal wrote again
11 to Mr. William J Lawlor III on behalf of Mr. Niall Lawlor and in that
12 correspondence enclosed a copy of the original letter of the 16th November
13 2004, the correspondence of the 5th July 2005, the letter from the
14 Tribunal of the 5th August 2005 enclosing the lodgement index and the
11:49:32 15 lever arch folder of documents and in addition raising a number of
16 additional queries in relation to certain lodgements in National Irish
17 Bank in 1991 and 1990. And in Allied Irish bank in 1991 and in Ulster
18 Bank in 1992.
19

11:49:51 20 On the 6th June 2007, at 28528, a copy of that correspondence was also
21 sent to Mr. Niall Lawlor with an address at Somerton, Lucan in addition to
22 having been sent to his then attorney.
23

24 At 28535, on the 14th May 2008, the Tribunal sent to Mr. William J Lawlor
11:50:16 25 III on behalf of Mr. Niall Lawlor, a copy of the witness schedule wherein
26 it was proposed at 28536 to take the evidence of Mr. Niall Lawlor on the
27 23rd May 2008.

28 At 28530 on the same day, that is the 14th May 2008, that Mr. William J
29 Lawlor III received notification that Mr. Niall Lawlor would be called to
11:50:46 30 give evidence before the Tribunal on the 23rd May 2008, Mr. William J

11:50:51 1 Lawlor III wrote to the Tribunal in the following terms:

2

3

"Dear solicitor Gilvarry, I refer to your letter dated 14 May 2008

4

regarding the updated witness schedule. That letter lists Niall Lawlor

11:51:04 5

for testimony at the Tribunal on May 23rd, 2008.

6

7

May I advise that you Niall Lawlor only recently set out to establish his

8

own business venture here in the united States and is currently working on

9

his own. Having regard to the recent downturn in the US economy

11:51:20 10

significant layoffs in the financial sector and a questionable financial

11

outlook, my client is compelled to commit himself fully to this fledgling

12

business.

13

14

As a matter of competitive practice, Niall Lawlor is required nobody close

11:51:34 15

personal contact with his clients and potential clients in New York and

16

other states on a seven day a week basis. Therefore he may be required to

17

travel at short notice.

18

19

Furthermore, Niall Lawlor has a young family and has daily commitments to

11:51:46 20

his children. He believe that is their welfare, up bringing and education

21

are a matter of the highest priority and that his ability to provide for

22

his wife and family are contingent upon his success in pursuing this new

23

course/livelihood.

24

11:52:02 25

The father of my client Mr. Liam Lawlor, was the subject of allegations on

26

the substantive matters before the Tribunal. His untimely death has

27

precluded him from offering direct rebuttal or to make challenges to these

28

allegations. Apart from his father, Niall Lawlor is a private citizen who

29

has not held any elected office. There are no allegations of wrongdoing

11:52:20 30

levelled against him individually. He believes that he is not in a

11:52:20 1 position to offer this honourable Tribunal his testimony on matters that
2 he was not elected nor charged to perform on behalf of the public. My
3 client does not anticipate any changes in his current circumstances and
4 commitments for the foreseeable future.

11:52:33 5
6 Lastly, kindly note this new office address and contact information listed
7 above. Thank you for your attention herein.
8 Respectfully William J Lawlor III, Esquire."
9

11:52:45 10 On 16th May 2008 on receipt of that correspondence, at 28532 Ms. Susan
11 Gilvarry solicitor to the Tribunal wrote to William J Lawlor the third in
12 the following terms:
13

14 "I refer to the above and your correspondence of 14th May 2008. I confirm
11:53:00 15 that the Tribunal members have now had an opportunity to consider contents
16 of same.
17

18 In the first instance I have been directed to inform you that your
19 correspondence will now be treated as a statement of your client and is
11:53:10 20 confirmation that he will now or at any time in the future attend at the
21 Tribunal's public hearing.
22

23 The Tribunal members have directed me to inform that you they were well
24 aware that your client at no time was an elected representative or charged
11:53:23 25 with performance of any public duty. Your client was requested to attend
26 at the Tribunal's public hearings to give evidence merely as a witness as
27 to facts concerning matters within his own knowledge.

28 Finally, the Tribunal members have directed me to inform you that
29 correspondence between the Tribunal and your firm regarding Mr. Niall
11:53:39 30 Lawlor will be read into the record of the Tribunal in public on Friday

11:53:43 1 next, 23rd May 2008 including materials relating to the national stadium
2 and financials."

3
4 On the 20th May 2008, at 28533, Mr. William J Lawlor III on behalf of
11:54:02 5 Mr. Niall Lawlor wrote as follows to Ms. Gilvarry:

6
7 "Dear solicitor Gilvarry, I refer to your letter dated 16th May 2008 in
8 relation to my client, Niall Lawlor. Your letter stated these
9 communications would be read into and be made part of the formal record.

11:54:18 10
11 The only public inquiry in which the Tribunal has involved my client Niall
12 Lawlor is the current inquiry designated in your witness list for
13 Quarryvale II. It is our understanding that Quarryvale II also
14 incorporates the proposed stadium project.

11:54:32 15
16 I respectfully repeat that in neither of these matter has any allegation
17 of wrong doing been levied against my client. Consequently it is my
18 client's expectation and my concern that the Tribunal in reading these
19 communications into the record will respect the good name of Niall Lawlor,
11:54:46 20 commensurate with it's constitutional obligations to him. That such
21 matters as may be raised in connection with these communications will be
22 restricted to the issue of Quarryvale II.

23
24 My client has brought to my attention a Supreme Court decision issued this
11:54:58 25 past July in the matter of Fitzwilton V Mahon which helped to define the
26 parameter of inquiry.

27
28 If it is the intention of the Tribunal to seek to address matters which
29 appear to my client to fall outside of the Quarryvale II inquiry I would
11:55:12 30 respectfully request that this honourable Tribunal alert this office to

11:55:15 1 that effect by formal response so I may discuss same with my client."

2

3 In reply on the 22nd May 2008, at 28539, Ms. Gilvarry wrote to William

4 Lawlor III, as follows:

11:55:29 5

6 "I refer to your letter of 20th May received 21st May 2008. I confirm

7 that the Members of the Tribunal have noted the contents of same.

8

9 In the interest of clarity I am directed to inform you that the matters

11:55:41 10 which will be read into the records are correspondence passing between the

11 Tribunal and your client in respect of the Quarryvale Module, together

12 with financial queries raised with your client during the course of the

13 Tribunal's inquiries."

14

11:55:58 15 Now, that concludes the correspondence passing between the solicitor for

16 the Tribunal and William J Lawlor III and it remains the position that the

17 folder of queries in relation to the financial transactions which had been

18 sent on a number of occasions, both to William J Lawlor and to Mr. Niall

19 Lawlor remain unanswered. Although must be said that in the affidavit

11:56:14 20 sworn to the High Court on the 21st January 2002, the late Mr. Liam Lawlor

21 effectively accepted responsibility for the operation of those accounts as

22 I have already outlined at page 14272.

23

24 That concludes the position in relation to Mr. Niall Lawlor

11:56:34 25

26 CHAIRMAN: All right thank you, Ms. Dillon. Now, Mr. Quinn?

27

28 MR. QUINN: Thank you, sir.

29

11:56:38 30 Liam Lawlor deceased:

11:56:39 1 Evidence has been given to the Tribunal by Mr. Lawlor on days 508, 509 and
2 512 in connection with the matters which arose in the first part of this
3 module. In addition he has given evidence in a Carrickmines Module on
4 days 410, 533, 535, 546, 583 and 585. It will be recalled that the
11:57:04 5 Tribunal conducted a hearing in 2003 concerning the issue of compliance by
6 Mr. Lawlor with an order of the Tribunal made on the 12th March 2003,
7 which included a close and detailed examination of the steps taken by him
8 in purported compliance with that order.

9
11:57:20 10 Mr. Lawlor gave evidence during at that hearing on days 391, 400, 405, 408
11 and 409. The Tribunal's ruling on that matter was delivered and is to be
12 found on day 410.

13
14 On the 15th November 2007 day 786, I read into the record correspondence
11:57:39 15 between the Tribunal and Mr. Lawlor in connection with the matters in
16 issue in this module. I now propose to deal with the documentation
17 provided to the Tribunal by the late Mr. Lawlor in his life time and third
18 parties touching on allegations of payments to him by entities involved in
19 this module.

11:57:56 20
21 Once again it is important to stress that the matters referred to below
22 are not intended nor do they represent any conclusions that may be reached
23 on payments to Mr. Lawlor and in particular they do not represent
24 conclusions by the Members of the Tribunal.

11:58:09 25
26 Background by way of bank accounts. Accounts disclosed to the Tribunal by
27 Mr. Lawlor. Mr. Lawlor gave evidence concerning his bank accounts and
28 various lodgements made thereto on days 221, 222, 223, 224. The Tribunal
29 made an order for discovery against Mr. Lawlor on the 8th June 2000,
11:58:31 30 Mr. Lawlor did not comply with this order and on foot of proceedings

11:58:34 1 brought by the Tribunal he was directed to do so by order of the High
2 Court dated 24th October 2000.
3
4 In his affidavit of the 6th November 2000, he disclosed a total of 18 bank
11:58:46 5 accounts or accounts in financial institutions in a schedule of documents
6 under a heading "Bank records as listed" this schedule is at 29109 and
7 29112.
8
9 On the 7th November 2000, Mr. Lawlor confirmed to the Sole Member that the
11:59:02 10 document it's discovered the previous day were the totality of the
11 documents which were required to be discovered on foot of the order
12 outstanding.
13
14 On 11th December 2000, the day before his first appearance to give
11:59:13 15 evidence before the Tribunal, Mr. Lawlor swore a further affidavit
16 disclosing another ten accounts. We can see that at 29113 to 29116.
17 These affidavits were perceived by the Tribunal to be deficient. In
18 December 2000, the Tribunal referred the matter to the High Court pursuant
19 to Section 4 of the Tribunal of Inquiries Act, requesting enforcement of
11:59:33 20 the order. Arising out of those High Court proceedings Mr. Lawlor
21 furnished additional affidavits between January 2001 and July 2001, in
22 which he discovered documentation relating to 41 additional accounts held
23 by him or for his benefit or into which he caused funds to be lodged for
24 the period 1974 to 2000 inclusive.
11:59:52 25
26 Most but not all of these accounts were in Mr. Lawlor's sole name, others
27 are joint accounts held in the name of Mr. Lawlor and others usually
28 members of his family, for example his wife Hazel Lawlor, others in the
29 sole name of members of his family, again Hazel Lawlor, Niall Lawlor and
12:00:11 30 others still in the names of party unrelated to Mr. Lawlor, for example

12:00:19 1 Patrick Murphy, and finally some accounts in the names of companies or
2 entities with which he was associated. For example Economic Reports
3 Limited.

12:00:23 5 Many of the accounts were held within the jurisdiction, while others were
6 held abroad. His accounts included loan accounts, leasing agreements, and
7 credit card accounts to which lodgements were made for the benefit of Mr.
8 Lawlor. The Tribunal wrote to Mr. Lawlor on the 13th June 2001 seeking
9 additional information by way of reconciliation between monies lodged and
10 monies disclosed to 42 bank accounts in the period 1983 to April 2000.

12:00:42 11 Attached to that letter was a schedule showing an analysis of these
12 accounts and the lodgements thereto during the period in question and that
13 analysis is at 29117 and 29118 of the brief.

12:00:59 15 On the 19th November 2001, Mr. Lawlor accepted as being correct and
16 accurate that that analysis, with the exception of three Irish Permanent
17 accounts in the name of P&O Long and subject to the qualification that as
18 Mr. Lawlor had not engaged forensic accountants, his acceptance was
19 subject to any error becoming apartment at a later date.

12:01:19 20
21 Accounts in the name of Mr. Niall Lawlor:
22 Mr. Niall Lawlor is a son of the late Liam Lawlor and resides outside this
23 jurisdiction. As stated earlier in an affidavit of the 21st January 2002
24 replying to an affidavit of the 22nd December 2001, sworn on behalf of the
12:01:35 25 Tribunal, Mr. Liam Lawlor averred to the fact that a number of bank
26 accounts held in the name of Mr. Niall Lawlor were also during the early
27 '90s used for Mr. Lawlor's own benefit, these accounts were held at AIB
28 Lucan, AIB Grafton Street and National Irish Bank, South Circular Road.

12:01:53 30 Credit card/Credit leasing account:

12:01:54 1 In addition to the above accounts, the Tribunal has identified and
2 Mr. Lawlor has acknowledged additional accounts by way of credit card and
3 credit leasing accounts which were credited with funds to the benefit of
4 Mr. Lawlor.

12:02:06 5
6 For ease of reference I shall herein after refer to all of these accounts
7 collectively as the accounts of Mr. Liam Lawlor.
8
9 Mr. Lawlor and the creation of invoices:

12:02:16 10 In addition, Mr. Lawlor through his solicitors advised the Tribunal on 1st
11 May 2002 of a list of names used by him for the purpose of creating
12 invoices, included in that letter also is a list of entities which
13 received or may have received invoices under the above titles.
14

12:02:31 15 Request for explanations: In his life time Mr. Lawlor was asked to
16 explain lodgements to these various accounts, by letter dated 19th
17 February 2002, the Tribunal requested Mr. Lawlor to provide details of the
18 source of specified lodgements in excess of 1,000 pounds to the above
19 various accounts. In a series of letters dated 16th May 2002, which is at
12:02:53 20 brief page 29121 and 29122 of the brief, 9th July 2002, brief page 29123,
21 18th June 2003, brief pages 15237 to 15248 and 18th March 2004, brief page
22 24159 Mr. Lawlor provided explanations for many of these various
23 lodgements, however there remain as number of unexplained lodgements in
24 excess of 1,000 pounds to their various accounts. Schedules of these
12:03:26 25 lodgements which include the explanations can be found at brief page 25801
26 to 25820. References to unexplained lodgements hereinafter being
27 lodgements of sum of 1,000 pound or greater.
28 Tribunal schedule of bank accounts held to the benefit of Mr. Lawlor to
29 the period 1988 to 1998. Taking account of the foregoing, a further
12:03:47 30 schedule has now been compiled by the Tribunal incorporating all of the

12:03:51 1 above financial information to show 48 accounts held by Mr. Lawlor or for
2 his benefit in the period 1988 to 1998 being the period of alleged
3 payments to him in the Quarryvale Module and this schedule is 29120 of the
4 brief.

12:04:04 5
6 Alleged payments to Mr. Lawlor:
7 The following parties or entities involved in this module are alleged to
8 have made payments to the late Mr. Liam Lawlor.

- 12:04:13 10 1. Mr. Tom Gilmartin/Arlington Securities Limited.
11 2. John Corcoran/Green Properties Limited.
12 3. Mick Quinn/Industrial Consultants International Limited.
13 4. Ganly International Limited/Anglo Adriatic Limited.
14 5. Louis Fitzgerald/Palmerstown House.
12:04:34 15 6. Ambrose Kelly/Ambrose Kelly International Limited.
16 7. Owen O'Callaghan/John Dean/Barkhill Limited/Riga Limited O'Callaghan
17 Properties Limited.
18 8. Mr. Frank Dunlop/Frank Dunlop & Associates.

12:04:48 20 I now propose to deal with various alleged payments by the above entities
21 to Mr. Lawlor and I propose where possible to refer the Tribunal to what
22 Mr. Lawlor himself has said about receipt of payments from these entities.

- 23
24 1. Mr. Tom Gilmartin/Arlington Securities Limited. In Quarryvale I
12:05:05 25 evidence was given by a number of witnesses including Mr. Lawlor himself
26 of a series of payments to him by Mr. Tom Gilmartin on behalf of Arlington
27 in the period 1988/1989.
28 Mr. Lawlor accepts that payments totalling 35,700 pounds were received by
29 him. Evidence has also been given in Quarryvale I of further payment made
12:05:25 30 directly by Arlington Securities Limited of 33,000 sterling which is

12:05:30 1 39,099.52 pounds by a cheque dated 19th April 1989 to an entity entitled
2 Economic Reports Limited. That cheque is at brief page 2302 of the
3 Quarryvale I brief.
4

12:05:45 5 Since these alleged payment have already been dealt with extensively in
6 evidence in that module it is not proposed to deal with them further at
7 this time.
8

9 2. Mr. John Corcoran/Green Properties Limited. I wonder could I have
10 14731 please?
11 Mr. Lawlor advised the Tribunal under cover of a letter of the 29th
12 December 2000 of payments totalling 35,000 pounds from Green Property
13 Company being in respect of "Income including political contributions,
14 donations and consultancy fees being approximate and as recollected by
12:06:17 15 Liam Lawlor in respect of the period 1973-2000". This list is often
16 referred to as the B42 list.
17

18 In a letter dated 18th June 2003, if I could have 15245 please, Mr. Lawlor
19 furnished a further schedule to the Tribunal which included information
12:06:35 20 entitled "political contributions". This indicate payments from Green
21 Property of 42,000 pounds between 1985 and 1990 broken down as follows,
22 1985, 5,000 pounds.
23 1986, 5,000 pounds.
24 1987, 5,000 pounds.
12:06:54 25 1988, 5,000 pounds.
26 1989, 17,000 pounds.
27 1990, 5,000 pounds.

28 Mr. John Corcoran, Mr. Peter McKenna and Mr. McDowell gave evidence
29 concerning Green Properties' relationship with Mr. Lawlor. Mr. Corcoran's
12:07:12 30 evidence was given on days 502 and 863, Mr. McDowell on day 859 and

12:07:18 1 Mr. McKenna on 860.
2
3 I now propose to open documentation concerning the following alleged or
4 possible payments from Green Property Company to or for the benefit of
12:07:29 5 Mr. Lawlor. Documentation discovered to the Tribunal and which is
6 contained in the brief and dealt with in evidence records the following
7 two apparent payments to Mr. Lawlor or to his companies, namely paragraph
8 A 13,953.50 pounds from Green Property Company to Economic Reports Limited
9 on the 3rd November 1988.
12:07:52 10 On the 16th May 2002, Mr. Lawlor discovered to the Tribunal a copy of a
11 cheque dated 3rd November 1988 in the sum of 13,953.50 pounds drawn on the
12 St. Stephen's Green bank account of Breen Property Company, cheque number
13 000147. If I can have document number 3875 please?
14
12:08:14 15 This amount can be seen going into the bank account of Economic Reports on
16 the same day, if we look at brief page 29124. The documentation provided
17 in Mr. Lawlor's discovery of 16th May 2002, included a document entitled
18 "Liam Lawlor, year 1988, response to queried lodgements over 1,000 pounds"
19 wherein at item number 73 he refers to an amount of 13,953.50 pounds paid
12:08:41 20 into the Bank of Ireland account number 63551061 of ERL on the 3rd
21 November 1988, if I could have 3876 please. The accompanying narrative
22 states "This is a cheque received from Green Properties, see extract from
23 file B78 page 8."
24
12:09:04 25 Second payment, 10,000 pounds Green Property Company to Comex Trading
26 Corporation on 22nd February 1991.
27
28 If I could have 2871, please? On the 15th January 2004, Green Property
29 discovered to the Tribunal a cheque dated 22nd February 1991, 13969
12:09:25 30 please, in the sum of 10,000 pounds made payable to Comex Trading

12:09:27 1 Corporation and drawn on their National Irish Bank account at 138 Lower
2 Baggot Street, Dublin 2. The reverse of this cheque appears to bear the
3 following endorsement "Niall Lawlor and M Quinn from Comex Trading". The
4 front of the cheque is date stamped National Irish Bank 25th February 1991
12:09:47 5 and the reverse is dated 26th February 1991 by Anglo Irish bank. There
6 appears to have been a lodgement to the account of Mr. Niall Lawlor of
7 10,000 pounds on the 27th February 1991 of 10,000 pounds cash.

8
9 On 6th September 2002, Mr. Niall Lawlor, sorry Mr. Liam Lawlor provided
12:10:07 10 the Tribunal with a document entitled, if I could have 24086 please,
11 "Niall Lawlor 1991, response to queried lodgements over 1,000 pounds"
12 wherein he refers at item 34 to the 10,000 pounds lodgement to the account
13 of Niall Lawlor at National Irish Bank, South Circular Road on 27th
14 February 1991. The docket relating to this lodgement is dated 27th
12:10:35 15 February 1991 and is at 24099 please and is signed Niall Lawlor and
16 appears to relate to a cash lodgement of 8,000 pounds in 20 pound notes
17 and 2,000 pounds in 10 pound notes.

18
19 Mr. Lawlor describes the source of that lodgement as "Possible Palmerstown
12:10:54 20 House". In his narrative he states "May have been cheque cashed from
21 another account and lodged with NIB lodgement discovery affidavit 2002".

22
23 Mr. Louis Fitzgerald gave evidence on day 806 in relation to a number of
24 cheques drawn on the Palmerstown House account and lodged to the above
12:11:14 25 account to Mr. Niall Lawlor which I will refer to later.

26
27
28 Comex Trading Corporation:
29 In an affidavit sworn in connection with the above, section 4 proceedings
12:11:24 30 in the High Court on the 21st January 2002, Mr. Lawlor maintained that he

12:11:28 1 had no interest whatsoever in Comex Trading Corporation which he said was
2 one of Mr. Quinn's companies. He maintained that Michael Quinn carried on
3 business through a number of entities including Comex Trading Corporation.
4 Notwithstanding the claim, Mr. Lawlor's solicitors wrote to the Tribunal
12:11:43 5 on 1st May 2002, if I can have 12826 please, identifying Comex Limited as
6 one of the names listed as being used by Mr. Lawlor for the purpose of
7 issuing invoices. The Tribunal has heard the evidence of Mr. Quinn and
8 Mr. Brendan Cahill on the subject of Comex Trading Corporation. Mr. Quinn
9 says that Mr. Lawlor was incorrect when he claimed that Comex had an
12:12:07 10 association with him and has also given evidence that the signature on the
11 reverse of the above cheque was not his, further he denied any knowledge
12 of the cheque/payment and says he never heard of Comex.
13
14 Michael Quinn/Industrial Consultants International Limited:
12:12:21 15 If I could have 13971 please? Mr. Michael Quinn director of Industrial
16 Consultants International Limited has given evidence to the Tribunal that
17 he had known Mr. Lawlor for some 40 years. Mr. Quinn told the Tribunal
18 that at the time when Mr. Lawlor was in severe financial difficulties and
19 badly in need of funds for both personal and political purposes, the
12:12:40 20 following payments were made to, by him to Mr. Lawlor, through Industrial
21 Consultants International Limited, a company with which Mr. Quinn and
22 Mr. Cahill who also gave evidence had an association. 6,000 pounds on the
23 31st August 1992, 5,000 pounds on 23rd September 1992, 5,000 pounds on the
24 2nd November 1992, 10,000 pounds on the 4th February 1993 and 10,000
12:13:04 25 pounds on the 13th April 1993.
26
27 Mr. Lawlor advised the Tribunal on the 29th December 2000 in his B42 list
28 of payments totalling 46,000 pounds as having been received by him from
29 Michael Quinn during the '70s, '80s and '90s, if I could have 14731
12:13:24 30 please.

12:13:24 1
2 Accompanying his letter of the 18th June 2003 in a schedule entitled
3 "political contributions" at 15245, Mr. Lawlor gives a total of 36,000
4 pounds broken down as follows; 16,000 pounds in 1992, 20,000 pounds in
12:13:42 5 1993, as having come from that source.

6
7 4. Ganly International/Anglo Adriatic Limited:
8 Mr. Declan Ganly, director of Ganly International Limited told the
9 Tribunal that Anglo Adriatic Limited engaged Mr. Lawlor in 1996/1997 to
12:14:02 10 meet with various officials of the Albanian Government in relation to the
11 dismantling of a pyramid scheme in that country. He said that Mr. Lawlor
12 submitted invoices to Anglo Adriatic for services rendered together with
13 some out-of-pocket expenses and Anglo Adriatic had paid Mr. Lawlor between
14 25 and 30,000 pounds. If I could have 14731 please.

12:14:23 15
16 On 29th December 2000 in his B42 list, Mr. Lawlor advised the Tribunal of
17 payments totalling 30,000 pounds which he said he had received from Ganly
18 International during the 1990s. In a schedule entitled "political
19 contributions" accompanying his letter of the 18th June 2003, he specified
12:14:40 20 this sum as having been received in 1996.

21
22 Louis Fitzgerald/Palmerstown House:
23 15,000 pounds loan. If I could have 20219 please? Mr. Lawlor advised the
24 Tribunal on the 4th May 2001 that he knew Mr. Louis Fitzgerald for 20
12:14:59 25 years. He said that Mr. Fitzgerald lent him 15,000 pound which Mr. Lawlor
26 said was repaid in full. Mr. Lawlor attached a letter dated 20th July
27 1995, at 20220, from Arthur Cox and company solicitors representing Mr.
28 Fitzgerald and directed to Binchys Solicitors, seeking repayment of an
29 amount of 15,000 pound which had been outstanding for what was described
12:15:23 30 as "a considerable time".

12:15:26 1
2 In evidence on day 806, Mr. Fitzgerald confirmed that the cheque which is
3 at 7100, made payable to cash and signed by him and dated 20th April 1992,
4 was the cheque given by him to Mr. Lawlor by way of a loan. He believed
12:15:42 5 this to be the first time he gave money to Mr. Lawlor although he may well
6 have made a political donation to Mr. Lawlor in June 1989 as suggested by
7 a manuscript list of monies received in May/June 1989 furnished by
8 Mr. Lawlor to the Tribunal in September 2002 and which is found at brief
9 page 20389.

12:16:02 10
11 At the time he gave the 15,000 pound cheque to Mr. Lawlor he received, he
12 said, a postdated cheque from Mr. Lawlor for the same amount which did not
13 clear. Subsequently he received the cheque which is at 20178 dated
14 February 1995 but this was returned marked "Refer to drawer" by the bank
12:16:23 15 and stamped 26th July 1995. Mr. Fitzgerald told the Tribunal that
16 Mr. Lawlor repaid the amount in full at some later stage, although neither
17 Mr. Fitzgerald or Mr. Lawlor discovered documentation in respect of the
18 ultimate payment.

19
12:16:37 20 Various cheques:
21 Examination of the account of Mr. Niall Lawlor held at AIB Grafton Street
22 branch account number 49463061 revealed a series of lodgements which were
23 identified by Mr. Liam Lawlor as having their source either as
24 Palmerstown House or Biggerstaff Services Limited. If I could have page
12:17:09 25 6704 please?

26
27 This is a document headed "Niall Lawlor 1992 response to queried accounts
28 over 1,000 pounds". And there are there set out a series of lodgements to
29 the account of Mr. Lawlor and if I could have on screen please 6738, we
12:17:40 30 see Mr. Lawlor's account and we see a series of lodgements or credits to

12:17:48 1 that account on the right-hand side, under the heading "credits". That
2 account is also continued at 6842.
3
4 Now, the source of those lodgements as I say has been described by
12:18:02 5 Mr. Lawlor at 6704 as Palmerstown House or Bigger Staff Services Limited.
6
7 However, if we revert to 6738 we see that there are a number of debits on
8 Mr. Lawlor's account and there are a series of cheques written by
9 Mr. Niall Lawlor in relation to those debits which almost correspond to
12:18:28 10 the credits. For example if we look at 6705, we see the first cheque
11 dated the 7th February 1992 in the sum of 2,000 pounds signed by Niall
12 Lawlor and made payable to Palmerstown House.
13 Again if we go to 6740 on the 18th February 1992 there is a 4,000 pounds
14 cheque, signed by Mr. Lawlor and again directed to Palmerstown House.
12:18:55 15 Similarly at 6784 on the 20th February 1992, there is a cheque for 6,000
16 pounds again made payable to Palmerstown House.
17 6792 on the 24th February 1992 there is a sum of 7,000 pounds by pay of
18 cheque made payable to Palmerstown House.
19 6810 on the 27th February 1992 there is a cheque signed Niall Lawlor for
12:19:20 20 8,000 pounds made payable to Palmerstown House.
21 On the 2nd March 1992 at 6831 there is a cheque for 16,000 pounds
22 purportedly signed by Niall Lawlor and made payable this time to Bigger
23 Staff Services Limited.
24 And again, on the 4th March 1992 at 6844, there is a cheque again
12:19:42 25 purportedly signed by Niall Lawlor made payable to Bigger Staff Services
26 Limited.
27
28 If we revert then to 6738 and 6842 we see the debits on foot of those
29 cheques.
12:20:01 30

12:20:01 1 Now, the Tribunal has heard evidence and received correspondence from
2 Mr. Fitzgerald in relation to this issue and the correspondence is at
3 brief page 25372 and 25373.
4

12:20:15 5 Ambrose Kelly, Ambrose Kelly International:
6 Mr. Lawlor provided the Tribunal with three detailed financial statements
7 which he said outlined reimbursement of expenses and consultancy totalling
8 50,083 pounds from companies on behalf of Ambrose Kelly. If I could have
9 29125 please? He further advised that some of these funds were paid to
12:20:36 10 Conor McElligott for pursuing property projects which may not have been of
11 interest to the Irish Consortium S.R.O. Mr. Ambrose Kelly gave evidence
12 on this module on days 886 and 888. Mr. Kelly believes that Mr. Lawlor
13 was paid slightly in excess of 50,000 pound for consultancy work in
14 connection with the Prague venture, these payments being made through his
12:21:01 15 practice or some other source.
16

17 Mr. Owen O'Callaghan/John Deane and related companies:
18 Evidence has been given in this module of a number of alleged payments
19 made for the benefit of the late Mr. Liam Lawlor by the above in the
12:21:13 20 period 1991 to 1998 inclusive. If I could have 208 please? Mr. Lawlor
21 advised the Tribunal on the 29th of December 2000 on his B42 list of
22 payments totalling 25,000 pounds from O'Callaghan Properties. Being in
23 respect of "Income including political contributions, donations and
24 consultancy fees being approximate and as recollected by Mr. Lawlor in
12:21:39 25 respect of the period 1972 to 2000". Further Mr. Lawlor advised the
26 Tribunal at 2611, that the person from that organisation who made the
27 payments to him was Mr. Owen O'Callaghan. The dates of the payments were
28 not available and the purpose of the payments were described as "Political
29 contributions towards my election campaign and running of constituency
12:22:01 30 organisation."

12:22:02 1
2 On the 18th June 2003, Mr. Lawlor provided the Tribunal with a schedule of
3 political contributions showing the breakdown of the 25,000 pounds which
4 he said he received from Mr. O'Callaghan. If I could have 15245 please?
12:22:18 5 Schedule 6 discloses the following political contributions from
6 Mr. O'Callaghan namely 1987, 5,000 pounds; 1988, 5,000 pounds; 1990, 6,000
7 pounds; 1991, 5,000 pounds; 1992, 4,000 pounds.
8 No specific dates or documentation supporting that claim were furnished.
9
12:22:42 10 In statements circulated in the Quarryvale brief on December 2004 and
11 furnished by Mr. O'Callaghan in 2000, Mr. O'Callaghan informed the
12 Tribunal that he made the following payments to Mr. Lawlor, at brief page
13 3152 he says on the 18th November 1991 he made a payment of 5,000 pounds,
14 brief page 3166, he says on the 26th September 1994 he made a payment of
12:23:08 15 10,000 pounds. Again at 3166, he refers to a 20,000 pounds payment of the
16 13th March 1995 and later he, on the same brief page he refers to a
17 payment on the 18th October 1996 of 1,000 pounds.
18
19 If I could have 28840 please? In June 2008, Mr. O'Callaghan informed the
12:23:31 20 Tribunal that he had made an error in the date and amount of the 1991
21 payment and that in fact it was a payment of 10,000 pounds paid on the
22 23rd September 1991 and described in the books and records of Barkhill
23 Limited as "Sundry payment". The total amount Mr. O'Callaghan now says he
24 paid to Mr. Lawlor is 41,000 pounds.
12:23:52 25
26 I now propose to open documentation concerning the above alleged or
27 possible payments for companies own add controlled by Mr. O'Callaghan and
28 Mr. Deane to Mr. Lawlor.
29
12:24:02 30 1991 payments to Mr. Lawlor:

12:24:03 1 According to the evidence of Mr. O'Callaghan he paid a sum of 10,000
2 pounds to Mr. Lawlor in September 1991, having originally believed that he
3 had only made a payment of 5,000 pounds to Mr. Lawlor, and that that
4 payment was made in November 1991. Mr. O'Callaghan says he only made one
12:24:19 5 payment in 1991 to Mr. Lawlor. As stated above Mr. Lawlor acknowledges
6 receipt of 5,000 pounds from Mr. O'Callaghan or from O'Callaghan
7 Properties in 1991.

8
9 As appeared from the schedule of unexplained lodgements, particularly at
12:24:34 10 brief page 25803 to Mr. Lawlor's accounts and whilst there are unexplained
11 lodgements there is no specific lodgement of 5 or 10,000 pounds to any of
12 these accounts for the period September '91 to November 1991. There is no
13 need to put that up.

14
12:24:48 15 26th September 1994 alleged payment of 10,000 pounds. Mr. O'Callaghan has
16 given evidence of making a payment of 10,000 pounds to Mr. Lawlor in
17 September 1994. Mr. Lawlor does not identify any payments in 1994 from
18 Mr. O'Callaghan or any of his associated companies, and again whilst there
19 are unexplained lodgements to the accounts of Mr. Lawlor in the period
12:25:08 20 September/October 1994, there is no unexplained lodgement of a specific
21 sum of 10,000 pounds to any of these accounts and the accounts are
22 between, that schedule is between 25806 to 25812.

23
24 13th March 1995 alleged payment of 20,000 pound: Mr. O'Callaghan has
12:25:26 25 given evidence of making a payment in the sum of 20,000 pounds to
26 Mr. Lawlor in March 1995, Mr. Lawlor does not identify any payments in
27 1995 from Mr. O'Callaghan or any of his associated companies. Again
28 whilst there is unexplained lodgements to the account of Mr. Lawlor in
29 March 1995, there is no unexplained lodgement of a specific sum of 20,000
12:25:46 30 pounds to any of these accounts.

12:25:48 1
2 Golf classic payment of 1,000 pound on the 18th October 1996.
3 Mr. O'Callaghan has given evidence to the Tribunal of a payment to
4 Mr. Liam Lawlor's golf classic in October 1996. A cheque dated 18th
12:26:01 5 October 1996 in the sum of 1,000 pounds made payable to Liam Lawlor golf
6 classic was lodged to the Irish permanent account of Ms. Hazel Lawlor of
7 25th October 1996. This cheque is at 12713 of the brief, if we can have
8 12713 of the brief, and we see the lodgement to the account at 12724, the
9 reverse of that cheque is 12722.

12:26:27 10
11 Mr. Frank Dunlop, Frank Dunlop & Associates and Shefran Limited:
12 Evidence has been given in this module of a number of payments made for
13 the benefit of the late Mr. Liam Lawlor by the above in the period 1991 to
14 1998 inclusive. If I could have 2608 please?

12:26:45 15 Mr. Lawlor advised the Tribunal on 29th December 2000 on his B42 list of
16 payments to totalling 60,000 pounds from Frank Dunlop & Associates being
17 in respect of "Income including political contributions, donations and
18 consultancy fees being approximate and as recollected by Liam Lawlor in
19 respect of period 1973-2000". On the 18th June 2003, Mr. Lawlor provided
12:27:09 20 the Tribunal with a schedule of political contribution for the period 1983
21 to 2000 broken down year by year.
22
23 Schedule 6 at, if I could have 15245 please, attributes a total figure of
24 55,500 pounds as having been received from Mr. Dunlop and this breaks down
12:27:28 25 as follows. 1991, 2,000 pounds; 1992, 3,500 pounds; 1993, 6,000 pounds.
26 1994, 6,000 pounds; 1995, 38,000 pounds.
27
28 In statements furnished to the Tribunal Mr. Dunlop says that he made the
29 following payments to Mr. Lawlor. In the statement of the 9th October
12:27:52 30 2000 at brief pages 1701 to 1702 he refers to the following payments:

12:27:58 1 January 1991, 5,000 pounds; May/June 1991, 40,000 pounds; May/June 1991,
2 5,000 pounds; May/June 1991, 3,500 pound; March 1992, June 18th 1992,
3 26,000 pounds; November 1992, 25,000 pounds; 1992 to 1995 10,000 pounds
4 approximately and February 1997, 25,000 pounds.

12:28:27 5
6 In a statement of the 15th December 2003 at brief pages 1893 to 1897, he
7 refers to those payments as having been made as follows: 22nd January
8 1991, 5,000 pounds. Post the 16th May Quarryvale vote, 40,000 pounds.
9 5th April 1991, 5,000 pounds. June cheque 3,500 pounds. 26/28,000,
12:28:58 10 Dobson loan; 1,000 pounds towards a golf classic, 25,000 pounds on the
11 17th November 1992, payments of at least 2,000 pounds -- sorry 10,000
12 pounds payments between '92 and '95 and a payment of 25,000 pounds which
13 will be referred to as the Ganly invoice payment of, on the 11th March
14 1997.

12:29:28 15
16 In addition in 2005 Mr. Dunlop alleged that he made two further payments
17 to Mr. Lawlor, 28th August 1998, 5,000 pounds and the 3rd September 1998,
18 8,000 pounds. In all, this brings the total amount of money Mr. Dunlop
19 alleges he gave to Mr. Lawlor to somewhere between 153,500 to 155,500
12:29:53 20 pounds.

21
22 I now propose to deal with this alleged or possible payments to Mr. Lawlor
23 by Mr. Dunlop or from companies controlled, owned or associated with Mr.
24 Dunlop in respect of which the Tribunal has heard evidence.

12:30:05 25
26 The first one is the 5,000 pounds payment in January 1991. If I could
27 have 4584 please, Mr. Dunlop has given evidence of a 5,000 pounds payment
28 to the late Mr. Liam Lawlor in early 1991. A sum of 5,000 pounds was
29 lodged on the 29th January 1991 to Niall Lawlor's account at National
12:30:25 30 Irish Bank account number 91101986, this lodgement was attributed by the

12:30:32 1 late Mr. Lawlor to a cheque for 5,000 pounds drawn on Dunlop & Associates.
2 Mr. Dunlop's cheque posting report attributes this cheque number 500408 to
3 Comex Trading Corporation. And the document on screen, which is headed
4 "Niall Lawlor 1991, response to queried lodgements over 1,000 pounds" show
12:30:55 5 at item number 28, tab 9, the 5,000 pounds into the NIB account.
6

7 Second payment, 5,000 pounds receipted by Fianna Fail director of
8 elections to Mr. Frank Dunlop on the 21st May 1991, if I could have 4906
9 please, Mr. Dunlop told the Tribunal that a sum of 5,000 pounds in cash
12:31:15 10 was given in or about April 1991 by him at his offices to Mr. Lawlor's
11 brother Noel for onward transition to Mr. Liam Lawlor. Mr. Noel Lawlor
12 denied that he received this money.
13

14 Mr. Dunlop has discovered to the Tribunal a copy of a letter written to
12:31:32 15 Frank Dunlop & Associates from the director of elections dated 21st May
16 1991, acknowledging receipt with thanks of a subscription of 5,000 pounds.
17

18 Third payment, 3,500 pounds receipted by Fianna Fail director of finance
19 to Mr. Frank Dunlop on 17th July 1991. If I could have 1792 please? Mr.
12:31:52 20 Dunlop advised the Tribunal that Mr. Lawlor's headquarters in Ballyfermot
21 was given a sum of 3,500 pounds at the time of the local elections in
22 May/June 1991. A copy of the bank account of Dunlop & Associates held at
23 AIB 5 College Street, Dublin account number 11253-067 shows a debit in
24 respect of a cheque number 500636 on the 17th June 1991, Mr. Dunlop's
12:32:19 25 cheque posting report attributes this cheque to Seapave, if I could have
26 5352 please, 5353 now please.

27 While Mr. Dunlop does not associate Seapave with Mr. Lawlor he confirmed
28 he gave that amount of money to Mr. Lawlor at the time. Mr. Dunlop has
29 discovered to the Tribunal a copy of a letter written to Frank Dunlop &
12:32:49 30 Associates from Fianna Fail Dublin west Palmerstown election headquarters

12:32:53 1 director of finance, dated 17th July 1991, acknowledging receipt with
2 thanks of a subscription of 3,500 pounds. A manuscript note on the copy
3 letter refers to "3,500, 6/'91". It should be said that Seapave was not
4 one of the entities referred to in the letter from Mr. Lawlor's solicitors
12:33:15 5 of the 1st May 2000 at 12826. If I have 12826 please?
6
7 This is the letter which set out the entities which were used by
8 Mr. Lawlor for the creation of invoices.
9
12:33:33 10 Fourth payment, 40,000 pounds cash allegedly given to Mr. Lawlor in 1991
11 by Mr. Dunlop. Mr. Dunlop has told the Tribunal that he gave Mr. Lawlor
12 40,000 pounds in cash in 1991, Mr. Lawlor denies receipt of 40,000 pounds
13 from Mr. Dunlop, having regard to the evidence given to date as to the
14 possible date of this payment, the Tribunal proceeded to examine the
12:33:58 15 discovered bank statements of Mr. Lawlor's accounts in respect of the
16 period 1st January 1991 to 31st July 1991. Whilst there are unexplained
17 lodgements to the account of Mr. Lawlor in this period, which in total
18 equal or exceed 40,000 pounds, there are no unexplained lodgements of a
19 specific sum of 40,000 pounds to any of these accounts for this period.
12:34:23 20
21 Fifth payment, 25,000 allegedly given to Mr. Lawlor by Mr. Dunlop at the
22 time of the general election in 1992. Mr. Dunlop has told the Tribunal
23 that at the time of the November 1992 General Election he gave Mr. Lawlor
24 the sum of 25,000 pounds cash, which sum was handed over in his offices at
12:34:42 25 the back of his, Mr. Lawlor's home in Lucan. Mr. Lawlor advised the
26 Tribunal that in November 1992, Mr. Dunlop came to his office in Lucan and
27 gave him an electoral contribution of 5,000 pounds, if I could have 2511
28 please? Whilst there are unexplained lodgements to the account of
29 Mr. Lawlor in this period, there is no unexplained lodgement of either 5
12:35:07 30 or 25,000 pounds to any of these accounts.

12:35:13 1
2 Sixth payment, 26/28,000 pounds approximately given by Mr. Dunlop to
3 Mr. Lawlor in March 1992, the Dobson payment. Mr. Dunlop has advised the
4 Tribunal of an alleged payment to Mr. Lawlor in March 1992 of 26 to 28,000
12:35:27 5 pounds which was by way of a loan to Mr. Lawlor to be guaranteed by
6 Mr. Harry Dobson. Mr. Lawlor told the Tribunal that he did not recall
7 being a party to dealings with between Mr. Dobson and Mr. Dunlop, that's
8 at 14712. Mr. Dobson gave evidence to the Tribunal wherein he alleged
9 that Mr. Dunlop was incorrect in his contention about this agreement.
12:35:48 10 Whilst there is unexplained lodgements to the account of Mr. Lawlor in
11 this period there is no unexplained lodgement of either 26 or 28,000 to
12 any of these accounts.
13
14 Next payment, 10,000 pounds payment allegedly made by Mr. Dunlop to
12:36:05 15 Mr. Lawlor between 1992 and 1995. Mr. Dunlop has advised the Tribunal of
16 payments of regular sums on either Thursday or Friday afternoons on foot
17 of requests from Mr. Lawlor in order to pay his staff etcetera. These
18 payments varied between sums of 2 and 5,000 pounds and Mr. Dunlop
19 estimated that such payments amounted to some 10,000 pounds in total. All
12:36:26 20 payments were made directly to Mr. Lawlor in cash in Mr. Dunlop's office.
21 Included in the circulated brief is a schedule of unexplained lodgements
22 to accounts held by Mr. Lawlor or to his benefit during this period A,
23 schedule of these lodgements for the year 1992 to 1995 which are at brief
24 pages 25804 to 25807, 25812, 25814, 25815, 25819 and 25820.
12:36:57 25
26 1,000 pounds towards Liam Lawlor golf classic in 1992:
27 Mr. Dunlop has alleged that he provided a sum of 1,000 pounds through
28 Mr. Lawlor's brother Noel for a golf classic. There is a cheque dated
29 18th June 1992, if I could have 7465 please, from Frank Dunlop &
12:37:16 30 Associates drawn on it's AIB account at College Street account number

12:37:22 1 11253067 cheque number 501096 in the sum of 1,000 pounds made payable to
2 Noel Lawlor, Mr. Lawlor -- Mr. Noel Lawlor told the Tribunal that this
3 cheque was a contribution to the a surprise party for the late Mr. Liam
4 Lawlor to celebrate his ten years as a TD in Dail Eireann. The function
12:37:43 5 was held in Finnstown House and to the best of Mr. Noel Lawlor's
6 recollection, Mr. Dunlop gave him the cheque towards the end of the
7 evening.

8
9 Next payment 25,000 pound allegedly paid by Frank Dunlop to Liam Lawlor on
12:37:55 10 foot of invoice provided to him by Ganly International headed notepaper,
11 Ganly invoice payment. Mr. Dunlop has given evidence to the Tribunal
12 concerning a payment of 25,000 pounds allegedly made to Mr. Liam Lawlor in
13 February 1997. Mr. Dunlop provided the Tribunal with an invoice from
14 Ganly International Limited with offices at 128 Mount Street, London, W1Y
12:38:18 15 5HA UK, dated 19th February 1997, invoice number EE809 in the sum of
16 25,000 pounds, if I could have 12807 please, which he says was supplied to
17 him by Mr. Lawlor to allow Mr. Dunlop to make the payment through his
18 company. Mr. Dunlop says the consultancy work outlined in the invoice was
19 neither sought nor provided.

12:38:43 20
21 This cheque at 12809, appears to have been lodged on the 25th March 1997
22 to an account of a Mr. Patrick Murphy, 53 Sarsfield Road, Inchicore,
23 Dublin 8, held at the Lucan branch of Ulster Bank account number 80851027,
24 if I could have 12815 please? The lodgement slip which is 12816 is signed
12:39:13 25 by Patrick Murphy. Mr. Murphy gave evidence to the Tribunal in relation
26 to this lodgement on the 14th June 2007, day 733. Mr. Murphy told the
27 Tribunal that he lodged this cheque to his bank account and gave
28 Mr. Lawlor the proceeds of same over time.

29
12:39:28 30 Mr. Lawlor told the Tribunal that he received about 38,000 pounds before

12:39:33 1 tax deductions from Mr. Dunlop in about 1995 or 1996, Mr. Lawlor confirmed
2 to the Tribunal that he had issued an invoice to Mr. Dunlop but that it
3 may have been in the name of Long Associates which was the name under
4 which he carried out business from the offices of Ganly Group in London.

12:39:49 5 Mr. Ganly in evidence, has denied Mr. Lawlor ever worked from his offices.

6
7 5,000 and 8,000 payment in 1998:

8 Mr. Dunlop has given evidence to the Tribunal concerning two entries in
9 his 1998 diaries, the first of these at dated 28th August 1998, if I could
12:40:09 10 have 14474 please? Which reads "5K LAL" which he said referred to a
11 payment to Mr. Lawlor of 5,000 pounds in cash at his offices at 25 Upper
12 Mount Street and the second of which refers to 8,000 pounds, sorry 8,000
13 LAL being an alleged payment of 8,000 pounds in cash to Mr. Lawlor on the
14 3rd September 1998. If I could have 14477 please. Mr. Lawlor denied

12:40:46 15 receiving these payments and in correspondence with the Tribunal has
16 contended that these diary entries were made post the event, something
17 which is denied by Mr. Dunlop.

18
19 Again, whilst there are unexplained lodgements to the accounts of
12:40:58 20 Mr. Lawlor in this period there are no unexplained lodgements of either 5
21 or 8,000 pounds to any of Mr. Lawlor's accounts.

22
23 That concludes the Quarryvale documentation. There is outstanding from
24 the Ballycullen/Beechill Module a short number of documents, small number
12:41:23 25 of documents in relation to Mr. Lawlor which I propose to deal with at
26 this time, with your permission, Sir.

27
28 CHAIRMAN: All right.

29
12:41:31 30 MR. QUINN: I now propose to deal with five alleged payments made to

12:41:34 1 Mr. Lawlor and refer to in evidence in this module, Ballycullen/Beechill
2 Module. In the course of the Ballycullen/Beechill Module, Mr. Chris Jones
3 gave evidence on day 620 and 621 wherein he alleged he made five payments
4 to Mr. Lawlor totalling 17,800 pounds between 1990 and May 1993. I will
12:41:53 5 now deal with these alleged five payments and once again I stress that the
6 matters referred to below are not intended to nor do they represent any
7 conclusions that may be reached on payments to Mr. Lawlor by or on behalf
8 of Mr. Jones and in particular they do not represent conclusions by
9 members of the Tribunal.

12:42:10 10
11 The first is a 5,000 pound payment in late 1990, early 1991. Mr. Jones
12 gave evidence on Day 620 that in late 1990 or early 1991 he made a
13 personal contribution of 5,000 pounds, by cheque, to the late Mr. Liam
14 Lawlor. The date of this payment is unknown, the -- I should say the
12:42:29 15 precise date of this payment is unknown. The Tribunal has not been
16 furnished with a copy of this cheque.

17
18 On the 29th December 2000 Mr. Lawlor provided the Tribunal with his B42
19 list, if I could have brief page reference 848 from that module please?
12:42:46 20 Wherein he refers at item number 36, to a payment during the 90s of 5,000
21 pounds from the Jones Group Limited, being a payment "Income, including
22 political contributions, donations and consultancy fees, beings
23 approximate and as recollected by Mr. Lawlor in respect of the period
24 1973-200".

12:43:11 25
26 On the 4th May 2001, if I have brief page 850 please? In response to
27 queries raised by the Tribunal, the late Mr. Lawlor provided the Tribunal
28 with the following narrative outlining his history of his dealings with
29 Jones Engineering.

12:43:26 30

12:43:26 1 He says: "A standard letter seeking support for fundraising golf classics
2 would have issued to Jones Engineering. It is my recollection that they
3 contributed to one of these fund raising events. Back in the 80s I recall
4 travelling to UK with senior Jones Engineering executives regarding
12:43:50 5 Modular Coldstore Manufacturing, a company of which I was a shareholder
6 and non-executive director, details already discovered, with a view to
7 setting up some ongoing cooperation, which never materialised.
8
9 I would have known the late Gerry Jones for many years and also his
12:43:59 10 brother, Chris Jones. In my file B42 discovered to the Tribunal under the
11 schedule of "political contributions" my recollection is that I received
12 5,000 pounds from the Jones Group"
13
14 Mr. Lawlor provided the Tribunal with further information in relation to
12:44:14 15 his income, including political contributions and consultancy fees in an
16 affidavit sworn by him on the 8th April 2002, and if I could have 851?
17 Mr. Lawlor deals with Jones Group Limited, and under the heading "name and
18 address of individual who actually made payment" he refers to Mr. Chris
19 Jones. Under the heading "approximate amount and method of payment" he
12:44:46 20 puts in amount 5,000 pounds (estimated).
21 Method of payment: Cheque/cash, I cannot recollect.
22 Date of payment: Contribution to election campaign in the 90s, I think.
23 Reason for payment: As above.
24 How payment was dealt with: Bank details into which monies were lodged:
12:45:07 25 Expended, I think the donation was cash.
26 Specify, if cash payment, and bank details into which monies were lodged:
27 Expended.
28 If cash payment was not lodged to bank account, how was it expended:
29 Expended.
12:45:24 30 Then 9: Discover all books, records, accounts etcetera in relation to

12:45:28 1 each payment: Not available.
2 Frank Dunlop, to the best of my recollection acted for Mr. Chris Jones as
3 his public relations representative.
4

12:45:40 5 Second payment: 7,500 pounds in July 1991. Mr. Chris Jones gave evidence
6 on day 620 that Mr. Lawlor made a request for a further payment of 7,500
7 pounds. Mr. Jones said he requested an invoice to support this payment.
8 He said Mr. Lawlor furnished an invoice for the 7,500 addressed to Jones
9 Group, dated 29 July 1991. If I can have 1463 please? From an entity
12:46:07 10 Comex Trading Corporation. Mr. Jones discovered an invoice from Comex
11 Trading with an address at Forestside, 22 Castle Road, Camberly, Surrey,
12 GU152DS, dated 29 July, 1991.
13

14 In an affidavit sworn by the late Mr. Liam Lawlor on the 21st January 2002
12:46:27 15 in response to an earlier affidavit of the solicitor of the Tribunal,
16 Mr. Lawlor stated the following concerning Comex Trading Corporation and
17 Mr. Jones, if I could have 836 please?
18 "With regard to paragraph 23 and 25 of Ms. Howard's affidavit, I was asked
19 by Mr. Jones to provide him with an invoice to cover the payment of 7,500
12:46:56 20 pounds and I generated an invoice using Comex headed paper for this
21 purpose. Once again I neither have nor had any interest what so ever in
22 Comex Trading Corporation, which was again one of Mr. Quinn's companies.
23 The reason why this invoice had not been previously discovered by me in my
24 affidavits sworn to prior to September 7th last, was because I had
12:47:14 25 completely forgotten about this. And I was only reminded of it when I
26 received the letter from Mr. Jones dated September 5th last. However I
27 think it is important that I should stress that I had of course recalled
28 that I had received donations from Mr. Jones and/or from one of his
29 companies, and I had specifically written to Mr. Jones to see if he had
12:47:32 30 any documentation referable to same. This invoice, along with another

12:47:37 1 invoice therefore emerged as a result of my inquiries and attempts to
2 comply with the discovery orders herein, which include the many letters
3 written by my solicitors over the last two years or more"
4

12:47:50 5 On the 1st May 2002, at 847 please, Mr. Lawlor through his then solicitors
6 identified a list of names, including Comex Limited used by him for the
7 purpose of creating invoices. Later in the same document he identifies
8 entities, including Jones Group Limited, which received or may have
9 received invoices under the above title. An analysis of the unexplained
12:48:10 10 lodgements to the account of the late Mr. Liam Lawlor for the month
11 following the date of this cheque, does not disclose any unexplained
12 lodgement of a specific sum of 7,500 pounds for this period.
13

14 Third payment: 2,000 pounds payment of the 16th November 1992. If I can
12:48:27 15 have 3175, please? The Tribunal received discovery of a cheque dated 16
16 November 1992 made payable to Liam Lawlor TD and drawn on Mr. C Jones
17 account, held Terenure Road East Branch of Allied Irish Bank, account
18 17656059. In evidence on day 620 Mr. Jones said this was a payment made
19 to Mr. Lawlor as a contribution towards his election campaign. Included
12:48:52 20 in the circulated brief is a copy of an account held in the name of Hazel
21 Lawlor at the Lucan Branch Allied Irish Bank, account 11732-056, which is
22 credited with a lodgement of 2,000 pounds on the 19 November 1992, if I
23 could have 2810 please? The underlying document for this lodgement docket
24 is also dated 19 November 1992, and is signed by Ms. Hazel Lawlor, and
12:49:19 25 that's at 2811.
26

27 Mr. Lawlor wrote to the Tribunal on the 9th July 2002 in response to a
28 letter of the 19th February 2002 from the Tribunal. In the accompanying
29 schedule to that letter, Mr. Lawlor, if I can have 2813 please?

12:49:34 30 Identified contributions from Mr. Chris Jones/Jones Group of 2,000 pounds

12:49:40 1 for the year 1992. In other discovery, Mr. Lawlor, in a document headed
2 Liam Lawlor 1992 responses to queried lodgements over 1,000 pounds, second
3 set at 2814, refers to this lodgement to Hazel Lawlor's account as
4 follows, it's the last entry there, item number 91, tab 22; 2,000 pounds,
12:50:05 5 sorry the full document please ? It says: Amount: 2,000 pounds. Then
6 source: Election fundraising narrative attached. Show possible source of
7 lodgement listed 47 disk C52.

8
9 Fourth payment: 3,000 pounds on 10th December 1992, if I can have 3176
12:50:27 10 please? The Tribunal received discovery of a cheque in the sum of 3,000
11 pounds, dated 10 December 1992, made payable to Liam Lawlor and drawn on
12 Mr. C Jones account held in Terenure Road East Branch of AIB, account
13 number 17656059. In evidence on day 620 Mr. Jones said this was a payment
14 to Mr. Lawlor towards his election campaign. Mr. Lawlor did not provide
12:50:50 15 any information in relation to this payment.

16
17 Included in the circulated brief is a copy of an account held in the name
18 of Ms. Hazel Lawlor at the Lucan branch of Allied Irish Banks, account
19 number 11732056 which is credited with the lodgement of the 3,000 pounds
12:51:05 20 on 14th December, 1992.

21
22 Paragraph five: 300 pounds payment on 20 May, 1993. 2013 please. On 9th
23 July 2002 Mr. Lawlor discovered to the Tribunal a copy of a cheque dated
24 20 May 1993, drawn on Mr. C Jones account held on the Terenure Road East
12:51:25 25 branch of Allied Irish Bank, account number 17656059 in the sum of 300
26 pounds made payable to Liam Lawlor TD. The accompanying letter from
27 Mr. Jones to Mr. Lawlor, again discovered by Mr. Lawlor, is dated 20 May
28 1993 and states: "I am sorry I cannot make it to the Royal Hospital, I am
29 enclosing a cheque towards expenses".

12:51:48 30

12:51:48 1 In evidence on day 620 Mr. Jones said that this payment related to a
2 fundraising event at the Royal Hospital.

3

4 That concludes, sir.

12:51:59 5

6 CHAIRMAN: All right, thank you. It's nearly five to one, I think the
7 only outstanding matter is the reading of Mr. Tim Collins evidence into
8 the record, which I understand Mr. Kavanagh will take about an hour to
9 conclude, so we might leave it until 2 o'clock.

12:52:19 10

11 MS. DILLON: May it please you, sir.

12

13 CHAIRMAN: All right, ten past two.

14

12:52:24 15 MS. DILLON: May it please you, sir.

16

17 **THE TRIBUNAL THEN ADJOURNED FOR LUNCH**

18

19

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30

THE TRIBUNAL RESUMED AS FOLLOWS AT 2.10 PM:

12:52:41 1
2
3 CHAIRMAN: Good afternoon. Mr. Kavanagh is now going to read into the
4 record the evidence taken on commission from Mr. Tim Collins in the
14:16:01 5 Cloughran Module. That evidence was sworn evidence, taken in private for
6 medical reasons. Once it's read into the record it acquires the status of
7 evidence sworn in the course of a public hearing.

8
9 The evidence, when taken on commission, or at least parties who were
14:16:28 10 entitled to do so, were invited to cross examine, also on commission,
11 Mr. Collins and I don't believe any elected to do so. All right?
12 Mr. Kavanagh, please.

13
14 REGISTRAR: "The meeting took place at the offices of the Tribunal,
14:43:16 15 Dublin Castle, on Thursday 9th October 2008, and commenced as follows:

16
17 Mr. Tim Collins (sworn) - examined by Mr. Pat Quinn
18 Stenographer (Yvonne D'arcy) sworn

19
14:43:16 20 Q 1 Good morning, Mr. Collins. Just by way of background, you are giving
21 evidence on commission in the Cloughran Module and an order was made by the
22 Tribunal on the 13th September 2008 that your evidence would be taken on
23 commission and that order appointed Ms. Annette Foley to be the
24 commissioner and Ms. Foley is here and has sworn herself, the stenographer
14:43:16 25 and you, isn't that correct?

26 A That's correct.

27 Q 2 And I think you appear on foot of the summons dated 13th September 1998,
28 and it was directed that that commission would be held in the presence of
29 the parties, namely yourself, your legal representatives and your counsel
14:43:16 30 Mr. Mohan and your solicitor Mr. Byrne are here, isn't that correct?

14:43:16 1 A That's correct.

2 Q 3 And then the legal representatives of the Tribunal I am here, Pat Quinn,
3 counsel to the Tribunal and my colleague Mr. Fergal Doyle and the
4 solicitor Mr. Donal King and the stenographer staff engaged by the
14:43:16 5 Tribunal and there are two other personnel here, isn't that correct, the
6 stenographer and the person operating the screen?

7 A Yes.

8 Q 4 Now before I commence, Mr. Collins, there is just one small matter in
9 relation to discovery, an order for discovery was made and then there was
10 some correspondence in relation to that discovery. I think through your
11 solicitors have been asked to identify the source of various lodgements in
12 various accounts over a certain amount and you have given responses in
13 that regard to the Tribunal. However, there are still some responses
14 outstanding. I think the last letter written in the matter appears to be
14:43:16 15 dated the 13th September 2007, and I think at that stage you were
16 responding to earlier requests of the Tribunal in relation to outstanding
17 matters, isn't that correct?

18

19 MR. MOHAN: In fairness, Mr. Quinn, I act on behalf of Mr. Collins and you
14:43:16 20 handed to me this morning correspondence which does culminate in letters
21 of the even date that you mentioned. I am familiar with I suppose those
22 requests. I haven't acted for Mr. Collins at that time but I wasn't aware
23 that they were going to be dealt with today but I know the point that you
24 were making, that you say that there are some outstanding queries and I
14:43:16 25 have briefly spoken to Mr. Collins and I am just unclear right now what
26 those queries -- but I know what is stated in your letter and I would
27 welcome an opportunity to deal with them, I was going to suggest to deal
28 with them in writing. As you can see a significant number were answered.
29 There was an accountant engaged at the time and there were difficulties
14:43:16 30 getting particulars from financial institutions? What has happened

14:43:16 1 exactly in the intervening period, and I know not least, that Mr. Collins
2 has not been well for a period of that time, but as you have mentioned to
3 me and I would like an opportunity on behalf of Mr. Collins to respond to
4 you in writing but I note what you have said in the letter.

14:43:16 5
6 Q. 5 MR. QUINN: Now, Mr. Collins, the proceedings this morning are being dealt
7 with by way of commission and that commission has been acceded to by the
8 Tribunal, having reviewed medical reports furnished on your behalf by your
9 solicitor. I don't propose to open those reports but I should say at this
10 stage that if at any stage you feel unwell or you want the commission to
11 be adjourned please indicate and I will facilitate you, is that okay?

12 A Yes.

13 Q 6 You are here, Mr. Collins, in relation to what is referred to as the
14 Cloghran Module and you have given evidence, I think, on other occasions
15 to the Tribunal in respect of other modules, isn't that correct?

16 A That's correct.

17 Q 7 And I think in the Cloghran Module you provided a statement dated the 26th
18 September 2006, which is at page 1420 of the brief, and I will read that
19 statement to you and I will ask you to confirm that the contents are
20 correct.

21
22 You say that "In the late '80s/early '90s, I was trading with Tim Rowe
23 under the style of Pilgrim Architects. John Butler was a long standing
24 friend of mine at the time. I used to meet him fairly regularly on a
25 social basis. I knew Tom Williams and Niall Kenny through John Butler.
26 They were joint owners of the Courtyard Restaurant in Donnybrook which was
27 run by Tom Williams. They advised me that they would like to open a
28 second Courtyard Restaurant preferably on the North side of the City. I
29 found the site at Cloghran which were old stables belonging to a retired
30 jockey. I introduced John Butler, Niall Kenny and Tom Williams to the

14:43:16 1 site and I suggested it as being suitable for their needs.
2
3 They purchased the property. I am not sure of the exact acreage that was
4 included in the sale. Pilgrim Architects undertook a commission to
14:43:16 5 undertake a study as to the feasibility of locating a hotel on the lands.
6 This commission was carried out by Tim Rowe.
7
8 I have had the benefit of reading Tim Rowe's submissions to the Tribunal
9 dated the 10th April 2006, and would refer the Tribunal to that statement
14:43:16 10 for the detail regarding the feasibility study and the subsequent
11 application to have the lands rezoned.
12
13 I believe it is correct that around 1992/'93 I introduced John Butler to
14 Frank Dunlop. I have no exact recollection of the introduction but I have
14:43:16 15 no reason to believe that I did not introduce John Butler to Mr. Dunlop.
16 I would have little or no input into Tim Rowe's work on this project. As
17 previously advised I am not a trained architect.
18
19 In 1996 I met with Niall Kenny, Tom Williams and perhaps John Butler.
14:43:16 20 This meeting took place in the Courtyard Restaurant in Donnybrook. At
21 this meeting I was given a cheque in the sum of 29,613 pounds. I was
22 advised this was a finder's fee for the land at Cloghran." And I think
23 the statement is dated the 26th September 2006 and signed by yourself,
24 isn't that correct?
14:43:16 25 A That is correct.
26 Q 8 And I think in the Lisenhall Module you have provided a clarification
27 statement on the 30th March 2006, which is page 35 of the Cloghran brief.
28 And in that at paragraph C you say "The following is the extent of my
29 dealings with Frank Dunlop". At paragraph C you say "I may have
14:43:16 30 introduced John Butler as a client in relation to the lands at Cloghran".

14:43:16 1 Now, if I could, Mr. Collins, just go back a little back. I am going to
2 perhaps go back to the late 1980s. I think at that time you were friendly
3 with Mr. Des Richardson, isn't that right?
4 A That's right. Des was a friend.

14:43:16 5 Q 9 And Mr. Butler in evidence has said that he knew you going back to the
6 60s?
7 A 40 years.
8 Q 10 Over 40 years and by the late 1980s you would have been friendly with both
9 Mr. Richardson and Mr. Butler?
10 A That's correct, yes.

11 Q 11 And I think there was an annual fundraising event in Kilmainham and did
12 you attend that from time to time?
13 A I did indeed.
14 Q 12 And did Mr. Butler and Mr. Richardson also attend?
15 A Mr. Richardson certainly, Mr. Butler may have on occasions.

16 Q 13 Then at 2329, this is an extract of names who might have attended that
17 function on the 9th December 1988, and these are names of people who had
18 taken tables. If you look at that screen you will see ...
19 A No, unfortunately I can't see that.

14:43:16 20 Q 14 Okay, I will provide you with a hard copy. The only point I wish to make
21 on the document on the screen is that Mr. Butler's name is there as
22 someone who was taking, I suggest to you, a table of 10 people?
23 A Yes, well if it is there it is there.
24 Q 15 And I think Mr. Richardson is taking maybe is it two tables of eight?
25 A Yes.

26 Q 16 I think you took a table of two?
27 A No, I was on that table.
28 Q 17 You were on that table?
29 A Yes.

14:43:16 30 Q 18 So in December 1988 we can place yourself and Mr. Richardson and Mr.

- 14:43:16 1 Butler all at a Fianna Fail fundraiser in Kilmainham, is that correct?
- 2 A Yes.
- 3 Q 19 And you would all have known each other at that stage?
- 4 A That's right.
- 14:43:16 5 Q 20 Now, Mr. Butler, in his evidence of the sale by him of a property at City Quay to Mr. Richardson?
- 6
- 7 A Well now that's true and I had forgotten completely about that until I
- 8 read Mr. Butler's statement to that effect. Mr. Butler sold a small site,
- 9 as far as I can remember, to Des Richardson, and I may have found the site
- 14:43:16 10 or asked John Butler about it. It is so far back.
- 11 Q 21 The property was owned by a company called Quadsemper Limited which is a
- 12 Mr. Butler company and it has its registered offices c/o Scafform Limited.
- 13 That company appears to have owned the site and you will have seen on the
- 14 brief and you will have seen reference to a transfer dated 26th October
- 14:43:16 15 1989, at 2319 of the brief, to Mr. Richardson of Quadsemper Limited of
- 16 property at 50 City Quay, isn't that right?
- 17 A Well, I don't know the details of it but if that is what it says.
- 18 Q 22 And Mr. Butler has told the Tribunal that you in fact may have organised
- 19 the sale of that property on his behalf?
- 14:43:16 20 A That is quite possible, yes.
- 21 Q 23 The reason I raise that, Mr. Collins, with you is that this is happening
- 22 in 1989. You were at the dinner in December '88 and by late '89 in
- 23 relation to the City Quay property you have organised the sale of that on
- 24 Mr. Butler's behalf to Mr. Richardson?
- 14:43:16 25 A I cannot remember exactly but if that is what they are saying I must have
- 26 done so.
- 27 Q 24 Yes. It has also been said that you organised the purchase on Mr. Butler,
- 28 Mr. Williams and Mr. Kenny's behalf of the Cloghran properties?
- 29 A I found a property for them, yes, and I brought John Butler out to see it.
- 14:43:16 30 Q 25 So the sale of the City Quay property and the purchase of the Cloghran

14:43:16 1 property both seem to be happening in 1989.

2 A I suppose they did, the dates are back there.

3 Q 26 So there would be quite an amount of contact between yourself and Mr.

4 Butler on the one part and yourself and Mr. Richardson on the other part

14:43:16 5 in relation to the buying and selling of property?

6 A No, not particularly. John Butler owns Scafform. I wouldn't see John

7 Butler a lot, he had other interests. I don't know what they were. Des

8 Richardson I would certainly see more often.

9 Q 27 But you were buying and selling property and Mr. Butler was a purchaser.

14:43:16 10 A Well, you see how it came about was they wanted to replicate the Courtyard

11 on the Northside of Dublin and that was how I earned my living, driving

12 around looking for properties, trying to match them up and I found a site

13 and I thought it would be suitable and I brought it to them.

14 Q 28 There were two sites in fact, I think, in Cloghran. There was one

14:43:16 15 referred to as the Molloy site and the Morgan site?

16 A Well, the only one I remember is the first one.

17 Q 29 That's the Molloy site?

18 A Yes and I don't -- if it is Molloy it is Molloy. I don't remember the

19 man's name. I think he was an ex-jockey or something.

14:43:16 20 Q 30 Now, Mr. Kenny says that he went and visited the property with you and

21 there were stables and outbuildings and you thought they would be suitable

22 for a restaurant?

23 A I thought it would be ideal for a restaurant.

24 Q 31 I think Mr. Kenny says that there were no chimneys in the stables but he

14:43:16 25 felt that it would be suitable for a hotel?

26 A Well, they eventually came around to the idea that a hotel would be ideal

27 there because there was only one hotel around the airport at the time.

28 Quite frankly I thought they were 10 years way ahead. They had great

29 foresight but it never happened unfortunately.

14:43:16 30 Q 32 Now, just in relation to which of the sites you were involved with. Are

14:43:16 1 you saying you were involved with both or just with the first one?

2 A The first one. I think it was -- now I am not quite sure, I think it was

3 12 acres.

4 Q 33 The purchase price for that appears to be either 165,000 or 180,000?

14:43:16 5 A Something in that region, yes.

6 Q 34 Now, there was Mr. Dillon who was appearing to take credit for organising

7 the purchase of that site. If we could have 533 please, this is a letter

8 from Mr. Dillon of Dillon Estate Agents and Valuers to Gerald Kean who was

9 the solicitor acting on behalf of the consortium in the purchase of the

14:43:16 10 first site. Do you see that? And he says that he had arranged the

11 purchase of the site and he gives the details, the vendor being a Mr.

12 Paddy Molloy. Did you know the vendor?

13 A I met a man I assumed was Paddy Molloy, he was like an ex-jockey and Mr.

14 Dillon, I don't know who he is or where that comes from, you know.

14:43:16 15 Q 35 But you say...

16 A I certainly found that site.

17 Q 36 And when you say you found it, you brought them to it, had you any

18 involvement in the negotiations for the purchasers?

19 A No, I had no input whatsoever.

14:43:16 20 Q 37 The site I think had been advertised and had been placed with a firm of

21 auctioneers and valuers, isn't that right?

22 A I don't know. I just drove in off the back -- it was at the back of the

23 Coachman's Inn. I drove in one day and this man -- I asked him would he

24 think of selling.

14:43:16 25 Q 38 Now, Mr. Rowe in his evidence, Mr. Rowe was your partner in Pilgrim at

26 this stage?

27 A Correct.

28 Q 39 And Mr. Rowe was of the opinion that in fact you were both witnesses to

29 the purchase of the second property, which is the Morgan?

14:43:16 30 A I don't know which -- I thought it was the first. I wasn't sure there was

14:43:16 1 a second one either but Tim Rowe, Tom Williams and myself went to meet the
2 guy and Tom Williams and the owner of it, I assumed it was the owner, went
3 off and transacted their business and we waited outside in the car park.
4 It was at the back of the Coachman's Inn.

14:43:16 5 Q 40 Mr. Rowe in evidence on day 690 said that Tom Williams and the vendor were
6 having a discussion and himself and yourself sat a few metres away just
7 waiting for them to finish. You didn't enter into the discussions but
8 there seemed to be a bit of an impasse in relation to the price. It may
9 have been 10,000?

14:43:16 10 A Yes, Tom came back out and said "I am not doing a deal" or something to
11 that effect. I can't be 100 percent accurate on what the conversation was
12 but something to that effect. It was going to falter.

13 Q 41 But he thought that you were dealing at that stage with the purchase price
14 of 50,000 pounds which would be nearer to the consideration for the second
14:43:16 15 rather than the first?

16 A I don't know, honestly I can't remember that figures.

17 Q 42 Now who retained you to find the site?

18 A Well, my function was to drive around and see could I find sites. I
19 wasn't on a retainer by anyone to find sites but if I saw a site and
14:43:16 20 thought it might be suitable I would go around and ask people and say
21 "look, there is a site here, would you be interested in it" and we were
22 Pilgrim, a small architect practice and maybe we would get a brief out of
23 it.

24 Q 43 So would it be fair to say that you would have had several potential
14:43:16 25 purchasers for sites around North County Dublin?

26 A Well not several. You would go and ask the question, you would ask people
27 you would know would they be interested in it.

28 Q 44 Interested in selling or interested in purchasing?

29 A Purchasing a site. I did the same for Lisenhall for Joe Moran, a similar
14:43:16 30 type of thing.

14:43:16 1 Q 45 And how were you to be paid for your services, Mr. Collins?

2 A Well number one the architect practice would be paid their fee and I would

3 hope to get a finder's fee at some stage.

4 Q 46 And how was that fee to be negotiated?

14:43:16 5 A There was never any set regulation on it. It would be understood that I

6 would be paid eventually if I found that site.

7 Q 47 But would you shake hands on the fact that you would be paid?

8 A No, I trusted the people I was dealing with.

9 Q 48 Your monies were to come through from the purchaser rather than the

14:43:16 10 vendor?

11 A Yes.

12 Q 49 Would you get paid by both the purchaser and the vendor?

13 A No.

14 Q 50 Just the purchaser?

14:43:16 15 A Yes.

16 Q 51 And you can't remember whether it was Mr. Butler or Mr. Williams or Mr.

17 Kenny who asked you to find the site?

18 A Well look, it was a discussion over lunch one day in the Courtyard. I

19 don't even remember which of the three or if the two of them or three of

14:43:16 20 them were at it. They said "look, we would like to replicate this on the

21 northside, if you see something let us know". Just a general conversation

22 like that and of course I went out looking.

23 Q 52 And had you introduced to them any other properties on the northside?

24 A No.

14:43:16 25 Q 53 This was the only one.

26 A Yes.

27 Q 54 Now, there were certain difficulties with this site in 1989, isn't that

28 right, it had industrial zoning?

29 A I don't know whether it had zoning at all, I am not sure.

14:43:16 30 Q 55 Or agricultural zoning?

14:43:16 1 A An agricultural zoning.

2 Q 56 And I think that left open for consideration the possibility of a hotel?

3 A Correct, yes.

4 Q 57 But they were looking for a restaurant?

14:43:16 5 A But then they went around to the idea of why not try and get an hotel on
6 it because of the location to the airport.

7 Q 58 So would it be fair to say that when you found this site you would have
8 found the site for what you thought was a restaurant on the northside but
9 it was a site which didn't have the requisite zoning for a restaurant?

14:43:16 10 A I don't know. I think because it was in close proximity to the airport
11 and it only had to come good eventually and it was the guys that bought
12 it, it was their decision to go for the hotel.

13 Q 59 But had they decided to construct a restaurant on the site they would have
14 had to have made a material contravention application?

14:43:16 15 A I don't know. Well Tim Rowe, that was his function. If that is what had
16 to happen, he was the architect.

17 Q 60 There is a document in the brief of the 3rd July 1990 at 606 which talks
18 about Cloghran Hotel, conference centre situation, update. Do you see
19 that? And that document suggests that the planners would accept a hotel
14:43:16 20 and conference centre as suitable for a 250 bedroomed hotel and conference
21 centre on the site. This would have been in July 1990, about six months
22 after the deal had closed?

23 A Is that Tim Rowe's.

24 Q 61 It is not signed...

14:43:16 25 A That would be Tim Rowe.

26 Q 62 Would you have known that Tim Rowe was now working on the site?

27 A That was his function and it was good news by the way if it had have
28 happened.

29 Q 63 Well nothing happened. If we can just go to page 607. I think under the
14:43:16 30 heading "current situation" the report provided that an application

14:43:16 1 would be submitted for planning in the week commencing the 9th July 1990.
2 It says "This will allow our proposal to run through planning while the
3 local politicians are holidaying". Do you know anything about that?
4 A Well the situations, the practice we had, that if a site was brought in I
14:43:16 5 would introduce Tim Rowe to the client, make sure that he was being looked
6 after and the architect obviously would deal with it.
7 Q 64 And who would negotiate or settle the architect's fees?
8 A Oh, Tim Rowe would normally do that.
9 Q 65 And would it be a set fee or a percentage of a fee in relation to the
14:43:16 10 works that were to be carried out?
11 A I would imagine they would be a percentage. I am not quite sure because
12 he would negotiate that.
13 Q 66 And you were of course one of the principals or partners in Pilgrim?
14 A That's right.
14:43:16 15 Q 67 Now, nothing appears to have happened in 1990 but by August 1991, at 1386,
16 there was an outline planning report prepared again by Pilgrim in relation
17 to a development. If we could have 1387? This time a seven storey hotel
18 containing 160 grade A bedrooms, conference suites etcetera, do you see
19 that?
14:43:16 20 A No.
21 Q 68 Can you assist in any way?
22 A I can't, that's back to the architects.
23 Q 69 But do you know why the planning application envisaged in July 1990 wasn't
24 made?
14:43:16 25 A I have no idea.
26 Q 70 What happened between 1990 and August 1991 in relation to the proposal?
27 A No, as I said Tim Rowe, the architect, was dealing with that element of
28 it.
29 Q 71 Now, I think as it happened a planning application wasn't lodged, isn't
14:43:16 30 that right?

- 14:43:16 1 A I don't know, I can't remember.
- 2 Q 72 Evidence has been given then, Mr. Collins, that some time in early 1993,
3 possibly early January 1993, you introduced Mr. Butler to Mr. Dunlop?
- 4 A Yes.
- 14:43:16 5 Q 73 Now you would have been familiar ...
- 6 A Now, around that period Pilgrim Architects had closed, I was working with
7 Ambrose Kelly. And Tim Rowe and John Butler were speaking together and
8 Frank Dunlop came into the office and I introduced Frank Dunlop to John
9 Butler.
- 14:43:16 10 Q 74 Well, Tim Rowe and John Butler were speaking in your presence presumably?
- 11 A Well they were in the office and I walked into the room where they were,
12 that's my recollection of it.
- 13 Q 75 Yes, you hadn't made an appointment for Mr. Butler to meet with Mr.
14 Dunlop?
- 14:43:16 15 A Never made an appointment.
- 16 Q 76 Yes, if we could have 798, it would appear that on the 11th January 1993
17 at 11.05, Mr. Dunlop's telephone attendances, a telephone message as
18 follows, "Tim Collins, wants to set up a meeting on Wednesday at 10
19 o'clock, himself and John Buckley". And Mr. Dunlop in evidence has said
14:43:16 20 that John Buckley is John Butler?
- 21 A I never made an arrangement to meet Frank Dunlop or John Butler in his
22 office.
- 23 Q 77 Now if we could take page 800, this is an extract from Mr. Dunlop's diary
24 dated 13th January 1993 and it says "John Butler and Tim Collins re land
14:43:16 25 at airport".
- 26 A That's the land at the airport, yes.
- 27 Q 78 And it is not in doubt but that you met with Mr. Dunlop in January 1993?
- 28 A Well, I don't know what date it was, sometime, it was in Ambrose Kelly's
29 office.
- 14:43:16 30 Q 79 That is Mr. Dunlop's diary extract. You see Mr. Collins has a telephone

14:43:16 1 attendance and a diary attendance suggesting a meeting between yourself,
2 himself and Mr. Butler on the 13th January 1993 and it is obvious from
3 everybody's evidence that yourself and Mr. Butler and Mr. Dunlop did meet
4 in January 1993?

14:43:16 5 A I met Mr. Dunlop and John Butler, I introduced them in Ambrose Kelly's
6 office once and I never met Mr. Butler or Frank Dunlop since in Mr.
7 Dunlop's office.

8 Q 80 Could you have been attempting to set up an appointment for Mr. Butler
9 with Mr. Dunlop?

14:43:16 10 A That is quite possible, yes.

11 Q 81 And could there have been a chance meeting in the interim?

12 A No, because let me explain, I moved from an architect's practice of four
13 people to 46 people and I was 24/7 brain dead trying to figure out -- I
14 was the PR guy for this company and I was not involved whatsoever in those
15 meetings, I was too busy.

16 Q 82 Let me just back up a little bit, Mr. Collins. Obviously at some stage it
17 was decided that you would look for a rezoning on these lands, isn't that
18 right?

19 A No, no, not me. Mr. Butler and Mr. Williams and Niall Kenny decided he
14:43:16 20 wanted a bit of land rezoned and they came in and they spoke to Tim Rowe
21 in Ambrose Kelly's office where we had moved and it was taken on from
22 there.

23 Q 83 And how long prior to January 1993 had those discussions gone on?

24 A I cannot recollect how long they went on for because all the time we were
14:43:16 25 trying to get planning for an hotel.

26 Q 84 Yes.

27 A And they decided -- we weren't successful obviously and we decided to get
28 the land zoned.

29 Q 85 Yes. And of course the development plan was under review at this stage?

14:43:16 30 A Yes, it was, I am sure it was. My function then in Ambrose Kelly's office

14:43:16 1 was looking after his clients and trying to get clients into the office.

2 Q 86 Well, at some stage you must have decided that Mr. Dunlop would have
3 something to contribute in the rezoning of the lands?

4 A Well, Mr. Dunlop was a PR man and I knew nothing about councillors, I
14:43:16 5 didn't know councillors or anybody else in relation to zoning and it
6 wasn't my function.

7 Q 87 Yes, but somebody nominated Mr. Dunlop?

8 A No, I introduced Mr. Dunlop...

9 Q 88 No, I accept that you affected the introduction, everybody is agreed on
14:43:16 10 that?

11 A Yes, I am sure John Butler may have contacted Mr. Dunlop later or Niall
12 Kenny or some of the three of them.

13 Q 89 No, but before you introduced Mr. Butler to Mr. Dunlop?

14 A Yes.

14:43:16 15 Q 90 You must have decided that Mr. Dunlop would have something to contribute
16 to the rezoning of the lands?

17 A Well, Mr. Dunlop was a PR man.

18 Q 91 No, I accept that but you must have decided and you must have advised Mr.
19 Butler, Mr. Kenny or Mr. Williams that this Mr. Dunlop, if you met with
14:43:16 20 him, would have something to contribute?

21 A I just said, everybody in the business knew that Frank Dunlop was a PR
22 man.

23 Q 92 You see what you are suggesting, Mr. Collins, is that without having given
24 any prior consideration to the fact, you by chance met with Mr. Dunlop on
14:43:16 25 an occasion that he was in the office and Mr. Butler was in the office?

26 A That's very true.

27 Q 93 And you just introduced one to the other?

28 A That's right.

29 Q 94 And there and then it was decided that Mr. Dunlop might be of assistance
14:43:16 30 to Mr. Butler?

14:43:16 1 A That's quite possible.

2 Q 95 Are you saying that's how the contact came about?

3 A I don't know, I am sure Mr. Dunlop and the chaps met afterwards.

4 Q 96 No, I am not too concerned about what happened subsequently because it is

14:43:16 5 obvious that there had to have been meetings subsequently?

6 A Yes.

7 Q 97 But taking the first meeting, the position is as follows, the papers in so

8 far as we have them, seems to suggest that you rang Mr. Dunlop's office

9 and that you made an appointment for the 13th to see himself, with Mr.

14:43:16 10 Butler?

11 A That never happened.

12 Q 98 This is what the papers suggest and Mr. Dunlop appears to go along with

13 that and says that's what actually happened?

14 A And what did Mr. Butler say?

14:43:16 15 Q 99 Mr. Butler said that he happened to be in Mr. Kelly's office and that Mr.

16 Dunlop happened to be there also and you introduced one to the other?

17 A That's exactly what happened.

18 Q 100 That's your recollection?

19 A As far as I am concerned that's what happened.

14:43:16 20 Q 101 What Mr. Butler said happened is what you say happened?

21 A Yes, exactly.

22 Q 102 And you say you knew no councillors?

23 A I knew one councillor, my local councillor was GV Wright, he lived in

24 Malahide, and I knew Joe Burke who was a councillor or an ex-councillor.

14:43:16 25 Q 103 I think Mr. Burke was a city councillor?

26 A Yes.

27 Q 104 County Councillor, was Mr. Wright the only County Councillor --

28 A Yes, I think so, yes.

29 Q 105 And did you know Mr. Wright well at this stage?

14:43:16 30 A No, but I would see him in the village passing, he wasn't a friend of

- 14:43:16 1 mine.
- 2 Q 106 Yes, you came to be friends I think?
- 3 A No.
- 4 Q 107 I see. He was just your local councillor?
- 14:43:16 5 A Yes, he was a councillor who lived in the village of Malahide.
- 6 Q 108 But you knew that a change in the zoning would require a vote of
- 7 councillors?
- 8 A Everyone knew that I suppose at the time.
- 9 Q 109 And of course you had introduced other developers to Mr. Dunlop?
- 14:43:16 10 A I did.
- 11 Q 110 And you were introducing other developers to Mr. Dunlop at this time?
- 12 A I did, yes.
- 13 Q 111 Did you -- how did you describe Mr. Dunlop to Mr. Butler?
- 14 A As a PR man.
- 14:43:16 15 Q 112 So the first Mr. Butler realised of any future relationship or come to a
- 16 realisation of any relationship with Mr. Dunlop was a chance meeting in
- 17 Mr. Ambrose Kelly's office where you introduced him to Mr. Dunlop?
- 18 A Correct.
- 19 Q 113 And were you present for any discussion between Mr. Butler and Mr. Dunlop?
- 14:43:16 20 A No.
- 21 Q 114 Now, Mr. Dunlop says that he has a prior appointment, that the meeting
- 22 took place and that he explained to yourself and Mr. Butler what was
- 23 required in relation to getting the proposals considered, maintaining a
- 24 motion map and the lobbying of councillors?
- 14:43:16 25 A That is incorrect. I was never at a meeting with Mr. Dunlop and John
- 26 Butler.
- 27 Q 115 He said that a discussion took place in relation to the lobbying of
- 28 councillors?
- 29 A Well it couldn't have happened if I wasn't there.
- 14:43:16 30 Q 116 Yes, are you suggesting that having said 'look Mr. Butler this is Mr.

- 14:43:16 1 Dunlop, Mr. Dunlop this is Mr. Butler' you left the meeting, you left them
2 to it?
- 3 A I don't know what happened. If Mr. Dunlop was going to another meeting or
4 he was coming in to see Ambrose Kelly or whatever.
- 14:43:16 5 Q 117 It wouldn't be unusual for there to be some discussion between the three
6 of you?
- 7 A No, there was already a discussion going on with Tim Rowe and John Butler
8 and Frank Dunlop happened to be passing by and it was 'Frank, this is John
9 Butler, Frank Dunlop', something like that.
- 14:43:16 10 Q 118 Mr. Rowe?
- 11 A Well, again he probably knew Mr. Rowe.
- 12 Q 119 And are you saying that you, having done that, you would have left?
- 13 A I don't know whether I left or not. This is 15 or 16 years ago.
- 14 Q 120 Well, assuming you remained on, Mr. Collins, there would have to have been
14:43:16 15 some discussion about what role Mr. Dunlop would play in relation to that?
- 16 A There wasn't any discussion as far as I can ascertain.
- 17 Q 121 But it wouldn't be unreasonable to suggest that there was?
- 18 A Well I can't go -- I can't remember any discussion.
- 19 Q 122 Mr. Dunlop says that a discussion took place in relation to the lobbying
14:43:16 20 of councillors, he says that John Butler indicated that they had spoken to
21 some councillors already?
- 22 A And where was that discussion?
- 23 Q 123 His first meeting?
- 24 A In the office.
- 14:43:16 25 Q 124 Yes.
- 26 A I can't recollect that whatsoever. In Ambrose Kelly's office.
- 27 Q 125 Well, you see Mr. Butler -- I am putting to you now Mr. Dunlop's evidence
28 and Mr. Dunlop's evidence.
- 29 A He said that took part in the office?
- 14:43:16 30 Q 126 Yes, Mr. Dunlop's recollection of where the first meeting took place

14:43:16 1 differs from yours and Mr. Butler's?

2 A The first meeting and only meeting I had with John Butler and Frank Dunlop

3 was in Ambrose Kelly's office.

4 Q 127 That meeting you say took place in the company of Mr. Rowe?

14:43:16 5 A Well as far as I remember, that is how Mr. Rowe -- that's my recollection

6 of it.

7 Q 128 Yes, so the four of you were in the office at some stage?

8 A Some stage, yes. That's my recollection, I may be incorrect but that's my

9 recollection of it.

14:43:16 10 Q 129 Irrespective of where the discussion took place, would you agree with me

11 that it wouldn't be unusual to find a discussion centring on the necessity

12 to maintain or to lobby councillors to support the rezoning since after

13 all the councillors were the ones who were going to effect the rezoning?

14 A I don't know is the answer to that. I can't remember.

14:43:16 15 Q 130 Now, Mr. Dunlop goes on to say that you indicated there was widespread

16 support for the project?

17 A I don't know how he could say that. I did not say that.

18 Q 131 Well, was there widespread support?

19 A I don't know.

14:43:16 20 Q 132 What support existed for the hotel?

21 A Very little. They didn't get it.

22 Q 133 You didn't apply for it?

23 A I didn't, I didn't have anything to do with it, no lobbying whatsoever.

24 Q 134 Now, Mr. Dunlop says that you -- sorry Mr. Butler assured him that GV

14:43:16 25 Wright was fully on side. Had you spoken to any ...

26 A I never spoke to GV Wright about it.

27 Q 135 Had you spoken to any councillors about it?

28 A No.

29 Q 136 Did you ever speak to any councillors?

14:43:16 30 A No.

14:43:16 1 Q 137 Is it your evidence that the only support that you gave to the rezoning of
2 these lands was a chance introduction in Ambrose Kelly's office with Mr.
3 Butler?
4 A Yes, correct.

14:43:16 5 Q 138 And that was the sum total of your contribution?
6 A That's correct.

7 Q 139 And what had you contributed up to that point towards the change of use on
8 the lands?
9 A Explain?

14:43:16 10 Q 140 Like what contribution had you made, for example to the hotel proposals?
11 A I found the site, that was my contribution.

12 Q 141 You found the site?
13 A Yes. Tim Rowe was the architect and he designed it, or some other
14 architect in the office at the time.

14:43:16 15 Q 142 You found the site and by chance you found Mr. Dunlop and introduced him
16 to Mr. Butler?
17 A Correct.

18 Q 143 Did Mr. Rowe know Mr. Dunlop?
19 A I am sure he would have known of Mr. Dunlop, you know.

14:43:16 20 Q 144 There is no doubt but that before Mr. Dunlop came along you were
21 discussing the rezoning of the lands?
22 A Sorry, Tim Rowe -- when we moved into Ambrose Kelly's office, Tim Rowe
23 took on the mantle of doing the work of John Butler, Tom Williams and
24 Niall Kenny. I had nothing whatsoever to do with it, I was otherwise
14:43:16 25 engaged. I just happened to walk into a meeting one day and John Butler
26 was there with Tim Rowe. My function was altogether -- it was a
27 completely different function altogether.

28 Q 145 Mr. Dunlop says that both John Butler and Tim Collins, that's you Mr.
29 Collins, indicated that you knew that some councillors would need to be
14:43:16 30 paid for their support?

14:43:16 1 A And where did he say that?

2 Q 146 He said it in evidence?

3 A But where, in what location?

4 Q 147 No, leaving aside the location...

14:43:16 5 A Categorically I never discussed -- I was never in a discussion with Frank
6 Dunlop where that was said, categorically no.

7 Q 148 You denied that you ever said to Mr. Dunlop that you knew the councillors
8 or some councillors were to be paid?

9 A I certainly do deny it.

14:43:16 10 Q 149 He said that you were both au fait with the system that pertained in
11 Dublin County Council and again I am talking about the necessity of
12 bribing some councillors?

13 A I knew two councillors, that's all I ever knew. How the hell would I be
14 au fait with it. I knew nothing about it.

14:43:16 15 Q 150 He says that on that first occasion that you met, and I appreciate that
16 you disagree with the location of the meeting, he says that you clearly
17 and unambiguously stated to him that you knew councillors were going to
18 have to be paid for their support?

19 A That's a lie.

14:43:16 20 Q 151 Well, did you abandon the meeting then having affected the introduction?

21 A I am sure I left the office, I am sure I left the room, we are going back
22 15 or 16 years. You know I can't remember whether I stood up 10 minutes,
23 15 minutes or an hour later and left the room.

24 Q 152 But you have a clear recollection of that first meeting?

14:43:16 25 A Yes, it was a glass room and Frank Dunlop was going by.

26 Q 153 Now, I think there was a vote on the 1st April 1993 in relation to the
27 matter, isn't that right?

28 A I don't know.

29 Q 154 You say you took no interest?

14:43:16 30 A I took no interest in it.

14:43:16 1 Q 155 There is a motion at 859 which is signed by a number of councillors. Did
2 you know that it would require a motion to put the matter on the agenda?
3 A No, I know nothing, never knew anything about how to get zoning done or
4 anything like that.

14:43:16 5 Q 156 Absolutely no knowledge?
6 A No knowledge.
7 Q 157 Of how the planning process worked?
8 A No.
9 Q 158 Even though you would have been involved with a number of developers and
14:43:16 10 introduced them to sites, you say that you had no knowledge and you worked
11 in an architectural firm which ...
12 A One of the biggest in the country, yes.
13 Q 159 And yet you say you didn't know?
14 A I didn't understand it, I didn't want to understand it, my function was
14:43:16 15 PR.
16 Q 160 Did you ever meet Mr. Kenny or Mr. Williams?
17 A Of course.
18 Q 161 But did you ever meet them after you had affected or introduced them to
19 the site?
14:43:16 20 A I may have, I can't recollect but I may have.
21 Q 162 Well, did you ever attend any subsequent planning meetings or rezoning
22 meetings with the consortium?
23 A No, not to my recollection.
24 Q 163 But your friendship with Mr. Butler would have continued?
14:43:16 25 A Yes, but Mr. Butler was away in America. He was trying to get business on
26 the Atlanta Olympics seating and he was in and out of America on and off.
27 I don't know, I may have met him. I don't remember off-hand.
28 Q 164 Now, were you aware that you had a -- that you were entitled to a finder's
29 fee for this land, you were?
14:43:16 30 A I certainly was.

14:43:16 1 Q 165 So obviously you had an interest in the lands being rezoned. When was the
2 fee to become payable?

3 A It was never -- I never discussed it at any great length. It was always
4 an understanding I had with John Butler that I would get paid a finder's
14:43:16 5 fee eventually.

6 Q 166 I know, but are you saying that there was no discussion in relation to the
7 amount of the fee?

8 A No.

9 Q 167 As to when it was to be paid?

14:43:16 10 A Correct.

11 Q 168 You had nothing in writing in relation to it?

12 A No.

13 Q 169 Did you ever raise an invoice?

14 A When I was getting paid I raised an invoice.

14:43:16 15 Q 170 Sorry?

16 A When I got paid eventually I raised an invoice.

17 Q 171 This is in 1996?

18 A Correct, yes.

19 Q 172 But you say you never raised an invoice back in 1989 when you found the
14:43:16 20 site?

21 A No. John Butler was a very good, old friend of mine.

22 Q 173 Well, did you ever discuss with Mr. Butler before you raised the invoice,
23 the finder's fee?

24 A No, I may have said to him in passing 'look I am sure you will pay me for
14:43:16 25 finding the site eventually', something to that effect. I am not quite
26 sure of the terminology.

27 Q 174 Did Mr. Williams and Mr. Kenny know that you were to be paid a finder's
28 fee?

29 A I don't know, I would imagine they would have assumed that I would have to
14:43:16 30 get paid something for finding it.

14:43:16 1 Q 175 Well, did you ever discuss it with them?

2 A I have no recollection of discussing it with them?

3 Q 176 Would it be fair to say that as far as you were concerned any discussion

4 you had in relation to a finder's fee was a discussion with Mr. Butler?

14:43:16 5 A I think that would be correct.

6 Q 177 Well, is there any good reason why you wouldn't also have discussed it

7 with Mr. Kenny and Mr. Williams?

8 A No reason.

9 Q 178 But you don't believe you did?

14:43:16 10 A I don't believe I did. John Butler is a man of his word and I knew

11 eventually I would get paid something for finding the site, as he would

12 have made a multiple on the site if he got it zoned, you know.

13 Q 179 There was no doubt but that a rezoning would have improved the value of

14 the site?

14:43:16 15 A There is no doubt about that, you know.

16 Q 180 And any development on the site would improve the value of the site?

17 A Correct.

18 Q 181 And had the site received planning permission for an hotel in 1990 or 1991

19 and had the consortium decided to develop the hotel, operate an hotel on

14:43:16 20 the site, what was going to happen in relation to the finder's fee?

21 A I am sure I would have got a finder's fee as well for finding the site.

22 Q 182 So the finder's fee was going to come through years later and after an

23 improvement in the value of the site, not necessarily on the sale of the

24 site?

14:43:16 25 A Well, whenever.

26 Q 183 Is there any good reason why you couldn't receive the finder's fee at the

27 time?

28 A I just didn't get it or ask for it. I said eventually things would come

29 good on the site. If nothing ever happened to it I didn't expect to get

14:43:16 30 paid.

- 14:43:16 1 Q 184 So would it be fair to say that your finder's fee was contingent on the
2 site, the value of the site being improved either by planning or zoning?
3 A That would be correct, yes.
- 4 Q 185 So the finder's fee would be paid after the site was rezoned?
14:43:16 5 A Or whatever. Whatever they decided to do.
- 6 Q 186 Well by 1993, I think the decision had been taken that the site would be
7 rezoned, isn't that right, if possible?
8 A Well, I don't remember the dates. Our function at the time was trying to
9 get an hotel on the site, we failed and then it was decided they wanted
14:43:16 10 zoning.
- 11 Q 187 Did you discuss the finder's fee after the failed planning application for
12 an hotel before the rezoning?
13 A Not that I recollect.
- 14 Q 188 Now, I think you said that, and you have told the Tribunal that you did
14:43:16 15 discuss the finder's fee in 1996 when the lands were sold, isn't that
16 right?
17 A Well, I can't remember. If I said I did, I did, you know.
- 18 Q 189 If we look at 2137, Mr. Collins, you will see a cheque made payable to
19 Collins Consultancy Services Limited from an account of Mr. Butler,
14:43:16 20 Williams and Kenny, dated 19th July 1996, in the sum of 29,613, do you see
21 that?
22 A I do.
- 23 Q 190 Do you recall receiving that cheque?
24 A I certainly do.
- 14:43:16 25 Q 191 Can you tell the Tribunal the circumstances under which you came to
26 receive that payment?
27 A I got a call from either Tom Williams or Niall Kenny, would I meet them in
28 the Courtyard Restaurant at lunchtime to discuss and they told me that
29 they had sold the site and they wanted to pay me a fee and we generally
14:43:16 30 discussed the fee and they said this is what we are going to pay you and I

14:43:16 1 was quite happy to accept what they were paying me.

2 Q 192 But Mr. Butler wasn't present at that meeting?

3 A I don't think he was. I think there were only two of them. I don't think

4 John Butler was at that meeting. I may have said he was, but I am not

14:43:16 5 sure, but certainly Niall Kenny and Tom Williams was.

6 Q 193 Are you saying that this was a cold call out of the blue?

7 A Out of the blue I got a call to my office.

8 Q 194 To come to the restaurant?

9 A To come to the restaurant, the Courtyard Restaurant.

14:43:16 10 Q 195 And you met Mr. Williams and Mr. Kenny?

11 A Correct.

12 Q 196 And they had sold the site?

13 A Well, they had sold on the site.

14 Q 197 Had they asked you to send on an invoice?

14:43:16 15 A They did, would I raise an invoice, which I duly did.

16 Q 198 But the invoice was raised after and for a figure that they had advised

17 you of at this meeting, is that what you are saying?

18 A Yes, that's my view on it.

19 Q 199 Was there any element of negotiation?

14:43:16 20 A Well we discussed and bandied around -- I can't know exactly what we

21 discussed but that was the figure that they had in their mind and I needed

22 the money, I was quite happy to take it.

23 Q 200 You can't recall putting a figure through?

24 A No, I was exiting Ambrose Kelly's shortly and I could have been out of a

14:43:16 25 job, so I certainly needed the money, you know.

26 Q 201 Well if we look at 486, now this is the Coopers & Lybrand settlement

27 account prepared and there are payments here to HOK Auctioneers, Dillon &

28 Associate Auctioneers and Consultants, Pilgrim & Associates Architects who

29 get 19,700, isn't that right? Well, was that paid in 1996 or had that

14:43:16 30 been paid back in ...

14:43:16 1 A I think that was paid much earlier, that was for the work for the hotel.

2 Q 202 So will we say that Pilgrim dealt with the hotel end of things?

3 A That's correct, yes.

4 Q 203 And then you will see a payment further down to Project Architects, do you

14:43:16 5 see that?

6 A Yes, that's Ambrose Kelly. That would relate to all the zoned work that

7 had to be done.

8 Q 204 That's 33,880 pounds?

9 A Yes.

14:43:16 10 Q 205 So that's the zoning payment, is it?

11 A Yes.

12 Q 206 And what had Project Architects done for the rezoning of these lands?

13 A Well, Tim Rowe looked after that in Ambrose Kelly's office.

14 Q 207 Well, did you know that 33,000 pounds or almost 34,000 pounds worth of

14:43:16 15 rezoning work had been done by Ambrose Kelly's office?

16 A I didn't know the figure but I knew the work was done.

17 Q 208 And you can't give any breakdown of the work?

18 A No, I was completely -- it was nothing to do with me.

19 Q 209 Now, you were advised I think of 29,613, it is an unusual figure, Mr.

14:43:16 20 Collins, isn't it?

21 A Yes.

22 Q 210 I think the site was sold for something like 1.6 million?

23 A Well, I am not quite sure what the site was sold for.

24 Q 211 Did you not know at the time what the site had got?

14:43:16 25 A No, I didn't even ask about it.

26 Q 212 Would you not be concerned to see what the site had fetched before you

27 agreed to a finder's fee?

28 A No, this thing was going on seven years and I was quite happy to get paid.

29 Q 213 So without reference to what had been received from the site you readily

14:43:16 30 agreed to a fee of 29,613 pounds and did you get any breakdown of that

14:43:16 1 fee?

2 A No.

3 Q 214 Did it include VAT?

4 A It did include VAT, yes. I raised a VAT invoice.

14:43:16 5 Q 215 You raised a VAT invoice?

6 A Correct.

7 Q 216 So the 29,613 is a VAT inclusive fee?

8 A Correct.

9 Q 217 So it is a fee plus VAT at 21 per cent?

14:43:16 10 A At 21 per cent.

11 Q 218 And they would have been entitled to reclaim the VAT element of that fee

12 as part of their returns or whatever?

13 A Yes.

14 Q 219 Who did you raise the invoice to?

14:43:16 15 A I beg your pardon?

16 Q 220 Who did you make the invoice payable to?

17 A My invoice?

18 Q 221 Yes.

19 A I don't know, whatever is on the invoice.

14:43:16 20 Q 222 You don't have a copy of the invoice?

21 A No, if they had a copy of it.

22 Q 223 No, the copy invoice has not been discovered?

23 A I don't know is the answer to that.

24 Q 224 You haven't discovered it in any of your discovery?

14:43:16 25 A No, but I certainly raised the invoice. The accountant might have it.

26 Q 225 Just one second. We will just come back to that in a moment. Would you

27 like to take a break, Mr. Collins?

28 A No, I will continue.

29 Q 226 If you are sure. There is a further cheque, Mr. Collins, if I could have

14:43:16 30 2141. It is a cheque to Tim Collins of 600 pounds, 13th August 1996?

- 14:43:16 1 A From whom?
- 2 Q 227 It is drawn on the same account as the cheque to Collins Consultancy
3 Services?
- 4 A And what is the amount?
- 14:43:16 5 Q 228 600.
- 6 A I can't recall that.
- 7 Q 229 And you don't know what that was in connection with?
- 8 A First I have heard of that.
- 9 Q 230 That's the first you've heard of it?
- 14:43:16 10 A Yes. I can't recollect.
- 11 Q 231 Do you see it on screen there, Tim Collins?
- 12 A I can't recollect.
- 13 Q 232 Now, Mr. Williams, when he gave evidence, advised the Tribunal, Mr.
14 Collins, that he didn't think this 29,000 pounds was paid to you solely as
14:43:16 15 a finder's fee. He said you might have been helpful as a consultant, as
16 to the best people to use etcetera in the rezoning of the lands, what do
17 you say to that?
- 18 A I had no hand, act or part involving any councillors in relation to that
19 site.
- 14:43:16 20 Q 233 But you had contributed to the rezoning of the site?
- 21 A Insofar as that I found the site and introduced John Butler to Mr. Dunlop,
22 yes.
- 23 Q 234 Collins Consultancy Services Limited at 458, this is a printout from the
24 Companies Office, that suggests that this company was incorporated on the
14:43:16 25 12th April 1991. The site was purchased in, I think in September/October
26 1989. Collins Consultancy Services Limited wasn't in existence in 1989?
- 27 A Yes.
- 28 Q 235 Can you assist the Tribunal in how you came to issue an invoice for works
29 on behalf of a company that wasn't in existence for the works carried out?
- 14:43:16 30 A I don't understand where you are coming from.

- 14:43:16 1 Q 236 You found the site in 1989?
- 2 A Correct, yes.
- 3 Q 237 You agree?
- 4 A Yes.
- 14:43:16 5 Q 238 The company that receives the 29,000 pounds is Collins Consultancy Services?
- 6
- 7 A That's right.
- 8 Q 239 Collins Consultancy Services Limited wasn't in existence in 1989?
- 9 A It was when I joined Ambrose Kelly.
- 14:43:16 10 Q 240 It came into existence in April 1991, two or three years later?
- 11 A Yes.
- 12 Q 241 Yet you say it invoiced for doing work which was carried out when the
- 13 company was clearly not in existence?
- 14 A Yes.
- 14:43:16 15 Q 242 Can you explain how that came about?
- 16 A Yes, I joined Ambrose Kelly around -- in that period, and I had a company
- 17 called Collins Consultancy Services, because within Ambrose Kelly's office
- 18 you had to be a company, don't ask me why you had to be a company and I
- 19 had a company, a VAT registered company and I raised it on the VAT
- 14:43:16 20 registered company.
- 21 Q 243 Are you saying that Collins Consultancy Services was used by you in
- 22 raising the invoice because it was a company that would provide a VAT
- 23 invoice to ...
- 24 A Yes, that's how I was paid in Ambrose Kelly's on Collins Consultancy
- 14:43:16 25 Services.
- 26 Q 244 That's how you were paid by Ambrose Kelly?
- 27 A Yes, when I was working for him.
- 28 Q 245 But you weren't in Ambrose Kelly's when you found the site?
- 29 A What difference does it make?
- 14:43:16 30 Q 246 No, but the company that invoiced for finding the site wasn't in existence

14:43:16 1 when the site was found?

2 A Yes.

3 Q 247 Isn't that unusual?

4 A Not at all, I was told I had to raise a company going in there.

14:43:16 5 Q 248 Sorry.

6 A As far as I can recollect I had to be a company in Ambrose Kelly's office

7 and I had a VAT company and I thought that was the proper thing to do.

8 Q 249 Who asked you to raise the invoice under the name of Collins Consultancy

9 Services?

14:43:16 10 A Nobody asked me to raise it. I raised it myself.

11 Q 250 But if you yourself carried out a finding of the site why weren't you paid

12 the money, why wasn't a cheque for 29,000 made payable to Tim Collins in

13 the same way as the cheque for 600 pounds is made payable to Tim Collins?

14 A Well, I just raised it on Collins Consultancy Services because it was a

14:43:16 15 company that I was being paid by Ambrose Kelly all the time.

16 Q 251 Did you ever have a discussion with Mr. Butler about the payment of the

17 29,000 pounds?

18 A I have no great recollection of having a discussion because I was quite

19 happy to get it and when you say "discussion" I don't remember discussing

14:43:16 20 it with him.

21 Q 252 Well Mr. Kenny has given evidence, I am not sure if you are familiar with

22 the evidence given in this module, Mr. Collins?

23 A No, I am not.

24 Q 253 In his evidence Mr. Kenny says the following, I will just read it to you,

14:43:16 25 we are dealing with the purchase of the lands here, he is asked, he says

26 that -- there is just so much, I want to try and be as economical as I can

27 with what I read to you. The question is, "That is Pilgrim?"

28 A: No. Pilgrim got money prior to.

29 Q: The sale?

14:43:16 30 A: The sale.

14:43:16 1 Q: With Mr. Collins?

2 A: Collins, I don't recall Collins getting anything except that he was

3 part of Pilgrim.

4 Q: When we started the consultation I understood, though I may be

14:43:16 5 incorrect to say that Mr. Collins got paid when the lands were sold?

6 A: Oh, he did. He got a payment when the lands were sold but he would

7 also have shared, I am sure, in the payment Pilgrim got.

8 Q: I am talking now about the payment he got when the lands were sold.

9 How much did he get?

14:43:16 10 A: I don't remember but there is a list of all the payments. I remember

11 I did argue with John Butler about the size of this payment.

12 Q: That is Mr. Collins' payment?

13 A: Yes.

14 Q: On what basis?

14:43:16 15 A: I thought it was too high.

16 Q: Did you know how much Mr. Collins was likely to get when the lands

17 were sold on?

18 A: No.

19 Q: Was Mr. Collins' payment, was that a percentage payment or had it been

14:43:16 20 agreed in advance?

21 A: I don't know if it had been agreed in advance but I know that John

22 Butler agreed to it and I was kind of presented with a fait accomplis in

23 that these figures were agreed.

24 Q: Would it be fair to say that from what you are saying it appears to

14:43:16 25 me that Mr. Collins and indeed Mr. Dunlop had an interest in the lands

26 until they were sold. In other words, an interest to the extent that they

27 were going to get monies out of the sale of the lands?

28 A: No. That wasn't the case. We were to pay them.

29 Q: Yes, but did you know how much you were to pay them?

14:43:16 30 A: I didn't know the fee because Frank Dunlop said it was up to us in the

14:43:16 1 office what his fee was going" -- sorry, apologies -- "I did know the fee
2 that, because Frank Dunlop said it to us in the office what his fee for
3 doing this was going to be".
4 You can take it, Mr. Collins, that in evidence both Mr. Williams and Mr.
14:43:16 5 Kenny had suggested that the 29,000 pounds was something that was agreed
6 between yourself and Mr. Butler?
7 A A figure was never agreed. We never discussed a figure whatsoever.
8 Q 254 You say that the figure was given to you by Mr. Butler, by Mr. Williams
9 and Mr. Kenny?
14:43:16 10 A That's correct.
11 Q 255 At a meeting in the Courtyard?
12 A That's correct.
13 Q 256 And that as a result of having received that information from them you
14 raised an invoice for that amount?
14:43:16 15 A That's my recollection.
16 Q 257 You presented it to them and you subsequently received a pay cheque for
17 that amount?
18 A That's right.
19 Q 258 You never discussed it with Mr. Butler yet it was with Mr. Butler you had
14:43:16 20 had all prior discussions in relation to the finder's fee?
21 A Well I didn't, all prior -- we discussed it on and off maybe over a period
22 of years that eventually I would receive a payment for finding the site.
23 There again I must remind you that Mr. Butler spent most of his time out
24 of the country. I wouldn't have seen Mr. Butler a lot.
14:43:16 25 Q 259 All those discussions that you -- in all those discussions you never once
26 discussed the amount?
27 A Never discussed the amount.
28 Q 260 Now at a rate of 21 per cent I am told that 29,613.54 pounds equates to
29 24,474 pounds and there was VAT. Is it your evidence to the Tribunal that
14:43:16 30 the finder's fee was 24,474 pounds?

14:43:16 1 A Correct.

2 Q 261 And did they tell you how they arrived at that figure?

3 A They did not tell me, I didn't ask them. We may have discussed it in a

4 roundabout way, what I was getting.

14:43:16 5 Q 262 But there was no level of negotiation?

6 A Well, we could have discussed it in a roundabout way, I am sure we did,

7 but I cannot recollect exactly what we discussed.

8 Q 263 Can you just elaborate?

9 A I cannot elaborate. I cannot say exactly how we discussed what -- as I

14:43:16 10 said I was quite happy to take it.

11 Q 264 Do you disagree with their evidence in relation to the matter?

12 A In so far as what?

13 Q 265 Insofar as they said that the fee was agreed with Mr. Butler, having been

14 forced on them?

14:43:16 15 A No, I didn't discuss a fee with John Butler of that figure at all.

16 Q 266 This again is a matter I want to raise with you, Mr. Collins, it relates

17 to an issue of discovery. There is an order for discovery made on the

18 24th May 2006, it is at page 39 of the brief and, "it requires you to make

19 discovery of all documents in your possession, power and control relating

14:43:16 20 to your involvement in the lands, including though not limited to the

21 acquisition, holding and disposal of the lands, including any corporate

22 dealings in respect of the lands".

23

24 And then separately on the 21st February 2006 at page 34 there is an order

14:43:16 25 for discovery that "you do on or before the 8th March 2006, discover all

26 documents and records in your possession or control relating to the lands

27 at Cloghran from the 1st January 1990 to the 31st December 1996".

28

29 Now, taking that second order, there is an affidavit as to documents sworn

14:43:16 30 by you and found at page 37 of the brief. As you see this affidavit, Mr.

- 14:43:16 1 Collins, is received on the 3rd March 2006, and apart from the bald
2 statement there that you have no documents in your possession, there is no
3 reference whatsoever to you ever having had a copy of an invoice for
4 Collins Consultancy Services Limited in relation to the finder's fee?
- 14:43:16 5 A What are you saying again?
- 6 Q 267 Maybe it is a bit more of a matter for submission by your legal team, but
7 I am suggesting to you that your affidavit that you made on foot of an
8 order for discovery doesn't disclose a copy invoice?
- 9 A Well, I wouldn't have had a record of that then.
- 14:43:16 10 Q 268 But you are obliged to advise the Tribunal of an invoice that you once had
11 but no longer have and similarly in relation to the order, at page 42, and
12 again I will make a similar point in relation to that.
13
- 14 MR. MOHAN: Well with respect, just on that point, I think if you read the
15 affidavit it says he does not have it in his possession. I mean if the
16 argument is that he has not done a proper formatted affidavit setting out
17 that he once did have, that can be rectified, but if that is a complaint
18 you are making in relation to something that has been sworn quite sometime
19 past and I can rectify that if it needs be. As I understand it Mr.
14:43:16 20 Collins is saying he didn't retain a copy and doesn't have a copy.
- 21 Q 269 MR. QUINN: Yes, at 1420, on the 26th September 2006 in your statement,
22 dealing with that finder's fee payment of 29,000 pounds you say the
23 following, "In 1996 I met with Niall Kenny, Tom Williams and perhaps John
24 Butler". You now say of course that you didn't meet John Butler?
- 14:43:16 25 A Well I am saying he may not have been there.
- 26 Q 270 You said "this meeting took place in the Courtyard Restaurant in
27 Donnybrook. At this meeting I was given a cheque. I was advised to issue
28 a finder's fee for the land at Cloghran." Your evidence to the Tribunal
29 now is that you attended at a meeting. You were told that you would be
14:43:16 30 paid a sum of 29,000 pounds. You raised an invoice for that sum and you

14:43:16 1 were then paid, do you understand?

2 A I understand what you are saying.

3 Q 271 That is completely different to what you told the Tribunal?

4 A What you are saying there is that I had an invoice with me. Well, I could

14:43:16 5 have got a phone call and had an invoice. I cannot recollect 100 percent

6 how it transpired.

7

8 MR. MOHAN: I don't think it is different. Maybe I am misreading it. He

9 says that he met them, he is unsure whether John Butler was there or not.

14:43:16 10 He says that the meeting did take place in the Courtyard Restaurant and he

11 says he was given a cheque.

12

13 Q. 272 MR. QUINN: I understood your evidence was that you attended at a meeting

14 in the Courtyard Restaurant. You were told the amount you were to be

14:43:16 15 paid. That you raised an invoice for that amount and that you were paid

16 the amount?

17 A On the date.

18 Q 273 Yes.

19 A Well, I may have been incorrect on that, but that was the figure and I

14:43:16 20 raised the invoice.

21 Q 274 But you are saying in your statement that you were paid the amount at the

22 meeting. In other words, they presented you with a cheque at the meeting?

23 A I may be wrong that it was at the meeting but I could have got a phone

24 call to say that "this is what we are going to pay, bring an invoice for

14:43:16 25 the amount". I am not quite sure at the time but that is my recollection

26 of it, that I went. If I got the cheque at the meeting I must have had

27 the invoice or certainly I would have went away and got an invoice, you

28 know.

29 Q 275 Just one final matter, Mr. Collins, the 29,000 pounds, just to clarify

14:43:16 30 that, that you say was paid for finding the lands?

- 14:43:16 1 A A finder's fee.
- 2 Q 276 And introducing Mr. Dunlop?
- 3 A No, I didn't say introducing Mr. Dunlop, a finder's fee.
- 4 Q 277 By just finding the lands?
- 14:43:16 5 A Finding the lands.
- 6 Q 278 About lands that were for sale in North County Dublin in 1989?
- 7 A Well, whenever the date was.
- 8 Q 279 Well, if we go back to Mr. Dillon's letter I think you see that Mr. Dillon
- 9 at 533, on 13th September 1989...
- 14:43:16 10 A Who is Mr. Dillon?
- 11 Q 280 Mr. Dillon is an auctioneer, an estate agent and he has written to the
- 12 solicitors to the consortium on the 13th September 1989 in the following
- 13 terms, he says "Further to our facsimile correspondence to you, I now
- 14 confirm that we have arranged to purchase the above ground on behalf of
- 14:43:16 15 our mutual client, Niall Kenny, John Butler and Tom Williams".
- 16
- 17 It sets out the contract price and the vendor's name and we see the lands
- 18 at 535. Did you know that the lands were for sale with a Mr. Kevin
- 19 Flanagan or Kevin Flanagan Estates?
- 14:43:16 20 A I have no recollection of that.
- 21 Q 281 Sorry.
- 22 A I have no recollection of that.
- 23 Q 282 You have no recollection of that at all?
- 24 A No.
- 14:43:16 25 Q 283 Now, I just say to you that Mr. Dillon's expenditure, or sorry invoice,
- 26 was disputed and it was claimed in January 1990, at 583, that the lands in
- 27 fact had been found by themselves, this is a letter of the 2nd January
- 28 1990. Was there a for sale sign on the property when you found it?
- 29 A No, not to my recollection.
- 14:43:16 30 Q 284 And what was it about the property that led you to believe that it would

- 14:43:16 1 be a suitable restaurant?
- 2 A Close proximity to Dublin Airport.
- 3 Q 285 But what was it about this particular property?
- 4 A Close proximity to Dublin Airport.
- 14:43:16 5 Q 286 Well, as I understand it, in 1989, Mr. Collins, there was nothing only
- 6 greenfield sites in the vicinity and that ...
- 7 A Surely that was the time to buy one.
- 8 Q 287 But why this particular piece of ground?
- 9 A Because it was right behind the Coachman's Inn, ideal location.
- 14:43:16 10 Q 288 But there was plenty of greenfield sites behind the Coachman's Inn?
- 11 A Maybe they weren't for sale.
- 12 Q 289 But you said that you didn't know that this was for sale?
- 13 A I drove into the yard and I asked the chap in the yard.
- 14 Q 290 If the letter confirmed the sale is written in September 1989 you would
- 14:43:16 15 agree with me that the negotiations in relation to the purchase would
- 16 have had to have concluded by that date and that your introduction would
- 17 have been affected sometime prior to September '89?
- 18 A I don't exactly know where you are coming from.
- 19 Q 291 Well, you agree that you would have identified the lands and introduced
- 14:43:16 20 the lands?
- 21 A Well, whatever the dates were.
- 22 Q 292 And you take issue, you think, with Mr. Rowe's evidence that in fact it
- 23 was the Morgan lands, the second lands?
- 24 A I don't know what lands they were, but whatever lands they were I was with
- 14:43:16 25 Tom Williams when he went up to try and buy the lands, and I am not taking
- 26 issue with anyone, I just thought that they were the lands that they were
- 27 discussing.
- 28 Q 293 Mr. Rowe was your partner in Pilgrim?
- 29 A Correct.
- 14:43:16 30 Q 294 And he has given evidence that he wasn't aware at the time that you had a

14:43:16 1 separate consultancy company?

2 A Well I don't know.

3 Q 295 Well if Collins Construction, sorry, Collins Consultancy was incorporated

4 in April '91, it would have been incorporated when you were operating out

14:43:16 5 of Pilgrim?

6 A Yes.

7 Q 296 Is that correct? And he says that he wasn't aware that you were operating

8 that company or invoicing clients at that time. He also says that he

9 wasn't aware at the time that Collins Consultancy Services were charging

14:43:16 10 Kenny, Butler and Williams 29,000 pounds as a consultancy fee?

11 A Finder's fee.

12 Q 297 Finder's fee. Do you say that Mr. Rowe would have known throughout that

13 you were going to get a finder's fee once the value of these lands ...

14 A I don't know.

14:43:16 15 Q 298 Did you discuss it with Mr. Rowe, you got a finder's fee on other

16 property?

17 A Yes.

18 Q 299 And Pilgrim were involved in those properties also?

19 A They were the architects.

14:43:16 20 Q 300 Did Mr. Rowe know generally that where you bought property to the practice

21 that you also had to get a finder's fee?

22 A I don't know.

23 Q 301 Did you ever discuss it with Mr. Rowe?

24 A No.

14:43:16 25 Q 302 Is there any reason why you wouldn't have discussed it with Mr. Rowe?

26 A No.

27 Q 303 When it was put to Mr. Rowe that you received a finder's fee in 1996 he

28 says he wasn't aware of that. In other words, that he wasn't aware in

29 1996 that you were getting 29,000 pounds as a finder's fee?

14:43:16 30 A Well, if he states that.

- 14:43:16 1 Q 304 Now he was present, he thinks, during the negotiations for the purchase of
2 one of the two properties with you?
- 3 A Yes.
- 4 Q 305 And he did all of the architectural work, either in relation to the hotel
14:43:16 5 or in relation to the zoning?
- 6 A Yes, himself and another architect.
- 7 Q 306 He says he has no role in finding the lands?
- 8 A Correct.
- 9 Q 307 Thank you very much, Mr. Collins. Sorry just one last point, the 29,600
14:43:16 10 was for, you said, quote "all I did was find the lands and was involved in
11 a chance meeting with Frank Dunlop".
- 12 A You see, you are saying a chance, the fact is that I introduced Frank
13 Dunlop to John Butler in Ambrose Kelly's office.
- 14 Q 308 As a result of a chance meeting?
- 14:43:16 15 A Yes.
- 16 Q 309 On an occasion in Mr ...
- 17 A That's how it happened.
- 18 Q 310 Without prior discussion on the appointment of Mr. Dunlop or any
19 arrangement prior with Mr. Dunlop?
- 14:43:16 20 A True.
- 21 Q 311 Had Mr. Dunlop not attended at the offices on the day there would never
22 have been an involvement with Mr. Dunlop?
- 23 A Well, I don't know. That's hypothetical, I don't know.
- 24 Q 312 For example, you are not saying that it had been decided that you would
14:43:16 25 retain Mr. Dunlop ...
- 26 A It wasn't my function. The three guys, they owned the land, you know.
- 27 Q 313 Did you have any role in fundraising, Mr. Collins, and in particular can I
28 ask you about 'pick-me up payments' that appear to have been made on Mr.
29 Butler's behalf?
- 14:43:16 30 A What is a 'pick-me up payment'?

14:43:16 1 Q 314 It is a payment, if I could have 1133, it is a payment which has been
2 incurred by Fianna Fail or which is being paid by other parties?

3 A No.

4 Q 315 You know nothing about that?

14:43:16 5 A Nothing about it whatsoever.

6 Q 316 So you wouldn't have asked Mr. Butler to make payments to Fianna Fail?

7 A Certainly not.

8 Q 317 On behalf of Fianna Fail?

9 A Certainly not.

14:43:16 10 Q 318 Thank you.

11
12 MR. MOHAN: I just want to clarify one issue. You seem to complain about
13 the format of the affidavit that has been put in. I don't want to be -- I
14 would not like us to be criticised at a subsequent stage for not having
15 the correct format. If you require the normal, I suppose the affidavit
16 that we both understand, in other words, the paragraph which would deal
17 with that is "I was once in possession and no longer are". We can rectify
18 that. I haven't taken instructions, my initial understanding would be
19 that that would relate to that one invoice. I can complete the circle, so
14:43:16 20 to speak, if you feel that is necessary.

21
22 MR. QUINN: Well all I would say is that the Tribunal would expect parties
23 who are appearing before it to comply with its directions and to file
24 affidavits as required and in accordance with the Superior Court Rules.

14:43:16 25
26 MR. MOHAN: So you would like that affidavit corrected. In relation to
27 the other matter that was raised at the very outset in relation to
28 outstanding issues, I wonder might it be possible, I know there are a
29 number of queries, if you could highlight the particular entries that you
14:43:16 30 are concerned with and we will try and deal with that in a very short time

14:43:16 1 frame, if that is possible. We will write to you and ask you which ones
2 in particular.
3
4 MR. QUINN: Thank you very much. Now the transcript will be ready
14:43:16 5 tomorrow. You will get a copy of it as I said and the other three parties
6 will get a copy of it. If they come back to us by Tuesday, is it?
7
8 MR. DOYLE: Tuesday, yes.
9
10 MR. QUINN: We will know if they are going to cross-examine but just one
11 matter before you go, just for yourself. Normally then when they are
12 finished their cross-examination you will have the right to reply.
13
14 MR. MOHAN: To re-examine?
14:43:16 15
16 MR. QUINN: No, if they don't cross-examine do you want to reassemble next
17 Thursday in any event or would you like to get something out of the way
18 now?
19
20 MR. MOHAN: I was going -- if I can leave it. I wasn't aware that that
21 was the position and if we see whether or not they cross-examine and I can
22 then come back to you on it and I would like to take my client's
23 instructions.
24
25 MR. QUINN: I am only just highlighting it now.
26
27 MR. MOHAN: Thank you very much.
28
29 MR. QUINN: Thank you, Mr. Collins.
14:43:16 30

1 The meeting concluded."

2

3

4 CHAIRMAN: All right thank you, Mr. Kavanagh.

15:16:22 5

6 MS. DILLON: Thank you, Sir.

7

8 **THE TRIBUNAL THEN CONCLUDED.**

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